

AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, SEPTEMBER 11, 2018 AT 1:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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: Jamie Beckham-George

PRESENTATION: "National Anthem" sung by Sara Beckham

PROCLAMATION: "Constitution Week"

1. City Council will discuss or receive reports on the following current matters or projects.
 - A. Discuss format and structure of Council Meetings; and
 - B. Consider future Agenda items and request 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. **MINUTES:**

Approval of the City Council minutes for the meetings held on September 4, 2018.

B. **ACCEPTANCE – HIV PREVENTION GRANT AMENDMENT:**

(Contact: Casie Stoughton, Public Health Director)

Grant Amount: Additional funding \$105,125 Total award \$315,375

Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from January 1, 2019 thru June 30, 2019 to continue funding for the HIV Prevention Program in the public health department.

C. **ACCEPTANCE – REFUGEE MEDICAL SCREENING GRANT:**

(Contact: Casie Stoughton, Public Health Director)

Grant Amount -- \$263,096.56

Grantor: U.S. Committee for Refugees and Immigrants

This item accepts the award from the U.S. Committee for Refugees and Immigrants from October 1, 2018 thru September 30, 2019 to continue health screening services for refugees resettled in Potter/Randall county.

D. **CONSIDER APPROVAL OF FAA AIP GRANT NO. 3-48-0007-043-2018, WITH THE FEDERAL AVIATION ADMINISTRATION FOR 90% FUNDING OF THE FOLLOWING FOUR CAPITAL IMPROVEMENT PROJECTS AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**

(Contact: Michael Conner, Director of Aviation)

1. Airfield Electrical Upgrades
2. Runway 13/31 and Taxiway K and associated Taxiway Joint Seal Replacement
3. Upgrade CCTV and Access Control System
4. Pavement Condition Index Inspection and Pavement Management Plan Update

E. **CONSIDER: APPROVAL OF OTHER TRANSACTION AGREEMENT (OTA) NO. 70T04018T9CAP1040, WITH THE DEPARTMENT OF HOMELAND SECURITY TRANSPORTATION SECURITY ADMINISTRATION:**

(Contact: Michael W. Conner: Director of Aviation)

The OTA outlines 100% reimbursement funding for design and bid award services for the Checked Baggage Inspection System (CBIS) recapitalization project at the Rick Husband Amarillo International Airport.

F. **CONSIDER: TASK ORDER 28 BETWEEN RS&H, INC. AND THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT FOR DESIGN AND CONSTRUCTION SERVICES IN THE AMOUNT OF \$207,502.00:**

(Contact: Michael W. Conner: Director of Aviation)

This Task Order includes design services related to understanding the need to potentially modify the existing inline Checked Baggage Inspection System. The system utilizes Explosive Detection Systems via CTX machines. The CTX machines have been selected by TSA for recapitalization. TSA will purchase the new machines but need the design elements to make sure the cutover is appropriate and other improvements are outlined prior to construction.

G. **CONSIDER APPROVAL OF THE COMMUNICATIONS SYSTEM AGREEMENT WITH HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT:**

(Contact: Kevin Starbuck, Assistant City Manager)

This agreement will authorize Highland Park Independent School District to operate on the City of Amarillo NEXGEN Radio Communications System with applicable infrastructure support fees assessed per the agreement.

H. **CONSIDER APPROVAL OF THE FY2019 CONTRACT AMENDMENT FOR WOMEN, INFANTS, AND CHILDREN (WIC) NUTRITION PROGRAM SERVICES:**

(Contact: Margaret Payton, WIC Director)

This item is a contract amendment to provide an amount not to exceed \$1,517,760 of reimbursement from the State Department of Health and Human Services (HHSC) for WIC nutrition program services. The FY2019 contract period is from October 1, 2018 through September 30, 2019.

3. **NON-CONSENT ITEMS:**

A. **ORDINANCE NO. 7761:**

(Contact: Michelle Bonner, Deputy City Manager)

This is the first reading of an ordinance adopting the City of Amarillo budget for the 2018/2019 fiscal year. This budget allows for the City to continue providing effective public services, programs and assistance to Amarillo residents in the upcoming year.

B. **ORDINANCE NO. 7762:**

(Contact: Michelle Bonner, Deputy City Manager)

This is the first reading of an ordinance approving the City of Amarillo tax roll, setting an ad valorem property tax rate and levying a tax on all property subject to taxation within the City for the 2018 tax year. This ordinance establishes an ad valorem tax rate of \$0.32698 per \$100.00 property valuation for City maintenance and operations expenses and \$0.04140 per \$100.00 property valuation for existing debt expenses resulting in a total ad valorem rate of \$0.36838 per \$100.00 property valuation.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 1.80 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.00.

C. **CONDUCT A PUBLIC HEARING AND CONSIDER ADOPTION OF THE TRANSIT ASSET MANAGEMENT PLAN (TAMP) TO PROVIDE THE PUBLIC AN OPPORTUNITY TO COMMENT ON THE PLAN**
CONSIDER ADOPTION OF THE PLAN:

(Contact: Marita Wellage-Reiley/Brianna Mills)

In May 2018 Council authorized the City Manager to set performance targets to be used in the preparation of an asset management plan that describes the physical assets funded with federal assistance. The TAMP describes the existing condition and the strategy for preserving ACT assets and is required as a condition of federal funding. ACT incorporated the adopted performance targets in preparation of the FY18/19 budget request. The TAMP covers four years, and will be updated at least every two years, or as needed. The TAMP includes:

1. An inventory for all assets used in the provision of public transportation.
2. A condition assessment of capital assets.
3. A management approach to preserve and replace assets.
4. Investment prioritization to accomplish the management targets.

This plan must be approved by October 1, 2018 to be in compliance with requirements.

D. **RESOLUTION – AUTHORIZING THE AMARILLO POTTER EVENTS VENUE DISTRICT 2018/2019 FISCAL YEAR BUDGET:**

(Contact: Michelle Bonner, Deputy City Manager)

This resolution approves the 2018/2019 Budget for the Amarillo-Potter Events Venue District. This budget is funded through a 5% car rental tax and a 2% hotel occupancy tax. The Amarillo-Potter Events Venue District operates and maintains voter approved entertainment venues within the City. This budget is recommended for approval by the Amarillo Potter Events Venue District Board.

E. **RESOLUTION – AUTHORIZING THE AMARILLO HOSPITAL DISTRICT 2018/2019 FISCAL YEAR BUDGET:**

(Contact: Michelle Bonner, Deputy City Manager)

This resolution approves the 2018/2019 fiscal year budget and associated program of services for the Amarillo Hospital District (AHD). This budget is recommended for approval by the AHD Board of Managers.

F. **RESOLUTION – AUTHORIZING EXPENDITURES OF HOTEL OCCUPANCY TAX REVENUE BY THE AMARILLO CONVENTION AND VISITOR COUNCIL:**

(Contact: Michelle Bonner, Deputy City Manager)

This resolution approves the 2018/2019 fiscal year budget for the Amarillo Convention and Visitor Council.

G. **EXECUTIVE SESSION:**

City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:

- (1) Section 551.072 – Discuss the purchase, exchange, lease, sell, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position.
 - (a) City Economic Development Project #18-06 in the vicinity of English Road and East Amarillo Boulevard.
- (2) Section 551.087 – Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by same:
 - (a) City Economic Development Project #18-06 in the vicinity of English Road and East Amarillo Boulevard.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (Southeast 7th Avenue) 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 7th day of September 2018.

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.

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO



On the 4th day of September 2018, the Amarillo City Council met at 7:00 a.m. for a regular meeting in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
HOWARD SMITH

MAYOR
COUNCILMEMBER NO. 1
COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 4

Absent was Councilmember Eddy Sauer. Also in attendance were the following administrative officials:

JARED H. MILLER
MICHELLE BONNER
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
ASSISTANT TO THE CITY MANAGER
CITY SECRETARY

ITEM 1: Mayor Nelson opened a public hearing and stated that the City of Amarillo is considering a tax rate of \$0.36838. This proposed rate will raise more taxes than last year's tax rate. The tax rate will effectively be raised by 1.80 percent. The tax on an average home last year was \$434.32. The tax on an average home would be \$476.49 under the proposed rate. Laura Storrs, Finance Director, stated the City of Amarillo follows the Texas Property Tax Laws and Truth-In Taxation. She presented the certified values, effective tax rate comparisons, increase in revenues, general fund budget and how the increased tax dollars will be used. This included the 2018/2019 new public safety initiatives: 17 police officers, 5 firefighter positions, fire department overtime, and first year maintenance on the new radio communication system for public safety. Ms. Storrs also presented a comparison of other cities' tax rates versus taxable value. Ms. Storrs stated there are two public hearings required. The next public hearing on the tax rate would be on September 11 at 7:00 a.m. The budget and tax rate ordinances would be on the September 11 and September 18 agendas. Mayor Nelson opened the public hearing. Jerri Glover, 5707 Berget Street, stated she does not mind paying taxes in fact, she stated Amarillo is willfully lacking in services and infrastructure. She also spoke on the 7:00 a.m. meeting time and further stated it was a disservice. There were no further comments. Mayor Nelson closed the public hearing.

ITEM 2: Mayor Nelson opened a public hearing on the fiscal year 2018/2019 budget. This budget will raise more total property taxes than last year's budget by \$1,239,167 or 2.8%, and of that amount \$734,270 is tax revenue to be raised from new property added to the tax roll this year. Stephanie Coggins, Assistant to the City Manager, reviewed items in the proposed budget. Mayor Nelson opened a public hearing. James Schenck, 6216 Gainsborough Street, questioned how much reserves were used to service the debt. Mayor Nelson replied that Michelle Bonner would be able to explain those numbers to him after the meeting. There were no further comments and the public hearing was closed.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 4th day of September 2018, the Amarillo City Council met at 12:00 p.m. for a work session which was in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

COUNCILMEMBER NO. 1
COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 3
COUNCILMEMBER NO. 4

Absent was Mayor Ginger Nelson. Also in attendance were the following administrative officials:

JARED MILLER
MICHELLE BONNER
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
ASSISTANT TO THE CITY MANAGER
CITY SECRETARY

Mayor Pro Tem Hays established a quorum, called the meeting to order, welcomed those in attendance and the following items of business were conducted:

Mr. Miller reminded everyone of the rules of decorum for the City Council meetings.

PUBLIC COMMENT

James Schenck, 6216 Gainsborough Road, spoke on the meeting times, the number of staff present, and questioned the three-minute limit. Mike Fisher, 4410 Van Kriston Drive, inquired how Council would regulate boisterous conduct. Claudette Smith, 4410 Van Kriston Drive, asked if City Council would find solutions to the naysayers' problems. She further commented on a restaurant closing to make repairs demanded by the City. Lilia Mitchell, 3124 Redwood Street, stated she was concerned about North Amarillo's conditions. She further stated she had previously requested a splash pad in Hazelrigg Park. Jerri Glover, 5707 Berget Street, spoke on Amarillo 101, and encouraged everyone to apply. She encouraged Council to look at the meeting times in the eyes of the citizens. Nathan Smith, 501 Fescue Avenue, spoke about the ballpark, taxes, and the number of people at the public comment forum. Zane Oliver, 4508 Greenwich Place, spoke on Item 3A and offered some clarification on the rezoning request. Jaidyn Fisher, 4410 Van Kriston Drive, spoke on the public comment times, and representation of everyone. Noah Dawson, 1133 Sugarloaf Drive, signed up to speak but did not appear. There were no further comments.

ATTEST:

Frances Hibbs, City Secretary

Elaine Hays, Mayor Pro Tem

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 4th day of September 2018, 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 509 Southeast 7th Avenue, with the following members present:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

MAYOR
COUNCILMEMBER NO. 1
COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 3
COUNCILMEMBER NO. 4

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

JARED MILLER
MICHELLE BONNER
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
ASSISTANT TO THE CITY MANAGER
CITY SECRETARY

Mayor Nelson established a quorum, called the meeting to order, welcomed those in attendance and the following items of business were conducted:

The invocation was given by Casey Wyatt. Mayor Nelson led the Pledge of Allegiance.

A proclamation was presented for "National Preparedness Month."

Mayor Nelson established a quorum, called the meeting to order, welcomed those in attendance and the following items of business were conducted:

ITEM 1:

- A. Andrew Freeman presented the Downtown Parking Management Implementation and Valet Parking.
- B. Councilmember Sauer asked that the meeting agenda times and types be posted on the next agenda.

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, seconded by Councilmember Smith.

- A. **MINUTES:**
Approval of the City Council minutes of the regular meeting and special meeting held on August 28, 2018.
- B. **ORDINANCE NO. 7749:**
(Contact: Cris Valverde, Planning Assistant Director)
This is the second and final reading of an ordinance rezoning Lots 1 thru 3, a portion of Lot 4, a portion of Lot 9, Lots 10 thru 12, and vacated alley, Block 26, San Jacinto Heights Amended, in Section 225, Block 26, AB&M Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District-3 (R-3) to Neighborhood Service (NS) and Light Commercial (LC) to Neighborhood Service (NS) for an existing free medical clinic. (Vicinity: South Mississippi Street and Southwest 7th Avenue).

- C. **ORDINANCE NO. 7750:**
(Contact: Cris Valverde, Planning Assistant Director)
This is the second and final reading of an ordinance rezoning City View Estates Unit 18, Section 231, Block 2, AB&M Survey, Randall County, Texas changing from Residential District-1 (R-1) to Residential District-2 (R-2). (Vicinity: South Western Street and Knoll Drive).
- D. **CONSIDER AWARD – FY 2017-2021 COMMUNITY INVESTMENT PROGRAM: FY 2017-2018 SEWER MAIN REHABILITATION BY PIPE BURSTING – VARIOUS LOCATIONS:**
(Contact: Kyle Schniederjan, City Engineer)
PM Construction & Rehab, LLC -- \$1,886,030.00
This item is to consider award of the construction contract for the installation of new 6-inch and 8-inch sanitary sewer main and corresponding sewer taps.
- E. **AWARD – INSTALLATION OF VARIABLE FREQUENCY DRIVE AND PUMP MOTOR AT RECLAIMED PUMP STATION AT THE RIVER ROAD RECLAMATION PLANT:**
(Contact: Jonathan Gresham – Assistant Director of Utilities)
Brown Construction Services -- \$416,708.00
This item is to approve the contract for construction services for Brown Construction Service for the installation of the new pump motor and Variable Frequency Drive (VFD) at the River Road Reclamation Plant.
- F. **AWARD -- CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES:**
(Contact: Travis Bates, Environmental Administrator)
Awarded to Alan Plummer Associates, Inc. -- \$83,160.00
This contract awards the professional engineering services for application and renewal of the City of Amarillo 2019 Municipal Separate Storm Sewer System (MS4) Permit. The total amount combined amount is \$83,160. This total includes up to \$50,000 in reserve for Special Services if required, and only with express written authorization from the City of Amarillo. While Basic Services in the amount of \$33,160 provides for an Administratively Complete (TCEQ) MS4 Permit Application.
- G. **CONSIDER RENEWAL – AETNA:**
(Contact: Mitchell Normand, Director of Human Resources)
Consider exercising the one year contract renewal option with Aetna, the City's medical carrier, for calendar year 2019.
- H. **CONSIDER RENEWAL – MAXOR:**
(Contact: Mitchell Normand, Director of Human Resources)
Consider exercising the one year contract renewal option with Maxor, the City's prescription benefit manager, for calendar year 2019.

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 second and final reading of an ordinance rezoning Lot 10, Block 13, of Quail Creek Unit No. 24, Amended, an addition to the City of Amarillo, Potter County, in Section 25, Block 9, BS&F Survey, to change the zoning from General Retail Zoning District (GR) to General Retail- Specific Use Permit 195 (GR/SUP 195) (Vicinity: Plum Creek Drive and Wal-Mart Private Drive). Cris Valverde, Planning Assistant Director gave an update on this item. Motion was made by Councilmember Sauer, seconded by Councilmember Powell, that the following captioned ordinance be passed:

ORDINANCE NO. 7751
AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING

FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF PLUM CREEK DRIVE AND WAL-MART PRIVATE DRIVE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND 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 authorizing the Amarillo Convention and Visitor Council to submit a bid to host the 2021 TRAPS Institute and Expo. The bid application requires a resolution pledging the resources necessary to support the Institute from the governing entity; involvement by the community's parks and recreation agency is required as part of the bid. This item was presented by Michael Kashuba, Director of Parks and Recreation. Dan Quandt, CVC, stated the cost of the Civic Center would be included in the costs along with staffing. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following captioned resolution be passed:

RESOLUTION NO. 09-04-18-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS DEDICATING TO SUPPORT THE BID FOR THE 2021 TEXAS RECREATION AND PARK SOCIETY INSTITUTE AND EXPO SUBMITTED BY THE AMARILLO CONVENTION AND VISITOR COUNCIL AND PROVIDING AND 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 3C: Mayor Nelson presented a resolution approving the 2018/2019 fiscal year budget for the Amarillo Economic Development Corporation. This budget is recommended for approval by the AEDC Board of Directors. This item was presented by Barry Albrecht, Amarillo Economic Development Corporation. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following captioned resolution be passed:

RESOLUTION NO. 09-04-18-2

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: APPROVING THE PROPOSED OPERATING BUDGET FOR THE FISCAL YEAR 2018-2019 FOR THE AMARILLO ECONOMIC DEVELOPMENT CORPORATION.

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 3D: Mayor Nelson presented a resolution approving the 2018/2019 fiscal year budget for the Center City Tax Increment Reinvestment Zone Number One. This budget is recommended for approval by the TIRZ #1 Board of Directors. This item was presented by Andrew Freeman, Planning and Development Services. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that the following captioned resolution be passed:

RESOLUTION NO. 09-04-18-3

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: ADOPTING THE BUDGET OF THE TAX INCREMENT REINVESTMENT ZONE NO. 1, CITY OF AMARILLO FOR THE FISCAL YEAR OCTOBER 1, 2018, TO SEPTEMBER 30, 2019.

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 3E: Mayor Nelson presented a resolution approving the 2018/2019 fiscal year budget for the Tax Increment Reinvestment Zone Number Two (East Gateway TIRZ). This budget is recommended for approval by the TIRZ #2 Board of Directors. This item

was presented by Andrew Freeman, Planning and Development Services. Motion was made by Councilmember Powell, seconded by Councilmember Sauer, that the following captioned resolution be passed:

RESOLUTION NO. 09-04-18-4

A RESOLUTION OF THE CITY OF AMARILLO CITY COMMISSION:
ADOPTING THE BUDGET OF THE TAX INCREMENT REINVESTMENT
ZONE NO. 2, CITY OF AMARILLO FOR THE FISCAL YEAR OCTOBER 1,
2018, TO SEPTEMBER 30, 2019.

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 3F: Mayor Nelson presented an item approving a one (1) year agreement with Center City of Amarillo, Inc. for services associated with the preservation, improvement and revitalization of the Central Business District of Amarillo. This item was presented by Andrew Freeman, Planning and Development Services and Beth Duke. Motion was made by Councilmember Powell, seconded by Councilmember Hays, that this agreement be approved.

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 3G: Mr. McWilliams advised at 2:15 p.m. that the City Council would convene in Executive Session per Texas Government Code (1) Section 551.072 – Discuss the purchase, exchange, lease, sell, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position.

- (a) Property located in the vicinity of N.E. quadrant of the Downtown Business District.
- (b) City Economic Development Project #18-08 in the vicinity of S. Coulter Street and SW 45th Avenue.

Mr. McWilliams announced that the Executive Session was adjourned at 3:27 p.m. and recessed the Regular Meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	Sept. 11, 2018	Council Priority	Civic Pride
Department	Public Health		
Contact	Casie Stoughton		

Agenda Caption

Acceptance – HIV Prevention Grant Amendment
Grant Amount : Additional funding \$105,125 Total award \$315,375
Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from January 1, 2019 thru June 30, 2019 to continue funding for the HIV Prevention Program in the public health department.

Agenda Item Summary

Contractor shall continue HIV Prevention activities. These activities include targeted testing for HIV and Syphilis, linkage to medical care for persons identified to be HIV positive, condom distribution, and risk reduction education.

Requested Action

Accept grant award.

Funding Summary

Funding provided by the Texas Department of State Health Services.

Community Engagement Summary

In 2017 2,063 HIV tests provided to the community. Over 75,000 condoms distributed. Linkage to care and risk reduction counseling provided.

Staff Recommendation

Staff recommend acceptance of this grant amendment.

General Instructions for Completing Budget Forms
DSHS Costs Only Budgeted on Detail Category Pages

*(Examples and instructions for completing the Budget Category Detail Templates are in a separate Excel file located under Templates for Cost Reimbursement Budgets located at :
<http://www.dshs.state.tx.us/grants/forms.shtm>*

- * Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on Form I -Budget Summary; doing so will populate the budget category detail templates with your organizations name.
- * Complete each budget category detail template. Instructions for completing each budget category detail template are in a separate document. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget template at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.
- * After you have completed each budget category detail form, go to Form I-Budget Summary and input other sources of funding manually (if any) in Columns 3 - 6 for each budget category.
- * Refer to the table below the budget template table to verify that the amounts distributed ("Distribution Total") in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions ("Distribution Totals") equals the Budget Total.
- * Enter the total amount of "Program Income" anticipated for this program in row "K" under the "Total Budget" column (1). The total program income budgeted will be automatically allocated to each funding source based on the percentage of funding of the total budget. Information on program income is available in the DSHS Contractors Financial Procedures Manual located at the following web site:
<http://www.dshs.state.tx.us/contracts/>

Department of State Health Services

FORM A FACE PAGE

CONTRACTOR INFORMATION

1) LEGAL BUSINESS NAME: City of Amarillo Department of Public Health																				
2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code): 1000 Martin RD Amarillo, TX 79107		Check if address change ☐																		
3) PAYEE Name and Mailing Address, including 9-digit zip code (if different from above): PO BOX 1971 Amarillo, TX 79105		Check if address change ☐																		
4) DUNS Number (9-digit) required if receiving federal funds: 065032807																				
5) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) or Social Security Number (9-digit):		17560004446014																		
<i>*The Contractor acknowledges, understands and agrees that the Contractor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.</i>																				
6) TYPE OF ENTITY (check all that apply): <table style="width:100%; border: none;"> <tr> <td>☒ City</td> <td>☐ Nonprofit Organization*</td> <td>☐ Individual</td> </tr> <tr> <td>☐ County</td> <td>☐ For Profit Organization*</td> <td>☐ Federally Qualified Health Centers</td> </tr> <tr> <td>☐ Other Political Subdivision</td> <td>☐ HUB Certified</td> <td>☐ State Controlled Institution of Higher Learning</td> </tr> <tr> <td>☐ State Agency</td> <td>☐ Community-Based Organization</td> <td>☐ Hospital</td> </tr> <tr> <td>☐ Indian Tribe</td> <td>☐ Minority Organization</td> <td>☐ Private</td> </tr> <tr> <td></td> <td>☐ Faith Based (Nonprofit Org)</td> <td>☐ Other (specify): _____</td> </tr> </table>			☒ City	☐ Nonprofit Organization*	☐ Individual	☐ County	☐ For Profit Organization*	☐ Federally Qualified Health Centers	☐ Other Political Subdivision	☐ HUB Certified	☐ State Controlled Institution of Higher Learning	☐ State Agency	☐ Community-Based Organization	☐ Hospital	☐ Indian Tribe	☐ Minority Organization	☐ Private		☐ Faith Based (Nonprofit Org)	☐ Other (specify): _____
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☐ Indian Tribe	☐ Minority Organization	☐ Private																		
	☐ Faith Based (Nonprofit Org)	☐ Other (specify): _____																		
<i>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</i>																				
7) PROPOSED BUDGET PERIOD:	Start Date: 01/01/2018	End Date: 06/30/2019																		
8) COUNTIES SERVED BY PROJECT: Potter and Randall																				
2509) AMOUNT OF FUNDING REQUESTED:	315,375.00	11) PROJECT CONTACT PERSON Name: Casie Stoughton Phone: 806-378-6320 Fax: 806-378-6307 Email: Casie.stoughton@amarillo.gov																		
10) PROJECTED EXPENDITURES Does Contractor's projected federal expenditures exceed \$500,000, or its projected state expenditures exceed \$500,000, for Contractor's <u>current fiscal year</u> (excluding amount requested in line 9 above)? ** Yes ☒ No ☐																				
<i>**Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.</i>																				
12) FINANCIAL OFFICER Name: Michelle Bonner Phone: 806-378-4209 Fax: 806-378-9394 Email: Michelle.bonner@amarillo.gov		14) SIGNATURE OF AUTHORIZED REPRESENTATIVE 15) DATE																		
13) AUTHORIZED REPRESENTATIVE Check if change ☒ Name: Kevin Starbuck Title: Assistant City Manager Phone: 806-378-3077 Fax: 806-378-9394 Email: Kevin.starbuck@amarillo.gov																				

FORM A-1 CONTACT PERSON INFORMATION

Legal Business Name of Contractor: City of Amarillo Department of Public Health

This form provides information about the appropriate contacts in the Contractor's organization in addition to those on FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.

Contact:	Joe Mike Briseno	Mailing Address (incl. street, city, county, state, & zip):
Title:	Clinic Manager	1000 Martin Rd
Phone:	806-378-6322	Amarillo
Fax:	806-378-6307	Potter County, TX
Email:	joemike.briseno@amarillo.gov	79107
Designated Emergency Contact (required)		
Contact:	Casie Stoughton	Mailing Address (incl. street, city, county, state, & zip):
Title:	Director	1000 Martin Rd.
Phone:	806-378-6320 Ext.	806-378-6320
Fax:	806-378-6307	Potter County, TX
Email:	casie.stoughton@amarillo.gov	79107
Executive Director / CEO (required)		
Contact:	Andrea Kubitscheck	Mailing Address (incl. street, city, county, state, & zip):
Title:	HIV STD Program Manager	1000 Martin Rd.
Phone:	806-378-6329 Ext.	Amarillo
Fax:	806-378-6308	Potter County, TX
Email:	andrea.kubitscheck@amarillo.gov	79107
Project Manager / Coordinator (required)		
Contact:	Carol Hill	Mailing Address (incl. street, city, county, state, & zip):
Title:	Assistant Director	1000 Martin Rd.
Phone:	806-378-6327 Ext.	Amarillo
Fax:	806-378-6307	Potter County, TX
Email:	carol.hill@amarillo.gov	79107
Secondary Contact Person (required – must not be same as Project Manager / Coordinator)		
This person will be contacted as the backup to the Project Manager / Coordinator for programmatic questions.		
Contact:	Matthew Poston	Mailing Address (incl. street, city, county, state, & zip):
Title:	Grants Manager	PO Box 1971
Phone:	806-378-6309 Ext.	Amarillo
Fax:	806-378-3039	Potter County, TX
Email:	matthew.poston@amarillo.gov	79105

FORM A FACE PAGE INSTRUCTIONS

This form provides basic information about the Contractor and the proposed project with the Department of State Health Services (DSHS), including the signature of the authorized representative.

- 1) **LEGAL BUSINESS NAME** - Enter the legal name of the Contractor.
- 2) **MAILING ADDRESS INFORMATION** - Enter the Contractor's complete physical address and mailing address, city, county, state, and 9-digit zip code.
- 3) **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with Contractor to receive payment for services rendered by Contractor and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address, including 9-digit zip code, if PAYEE is different from the Contractor. The PAYEE is the corporation, entity or vendor who will be receiving payments.
- 4) **DUNS Number** – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. . This number is required if receiving **ANY** federal funds and can be obtained at: <http://fedgov.dnb.com/webform>
- 5) **FEDERAL TAX ID or STATE OF TEXAS COMPTROLLER VENDOR ID NUMBER OR SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Texas Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The Contractor acknowledges, understands and agrees the Contractor's choice to use a social security number as its vendor identification number for the contract, may result in the social security number being made public via state open records requests.
- 6) **TYPE OF ENTITY** - Check the type of entity as defined by the Secretary of State at <http://www.sos.state.tx.us/corp/businessstructure.shtml> and/or the Texas State Comptroller at https://fmxcpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf and check all other boxes that describe the entity.

Historically Underutilized Business: A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (<http://www.window.state.tx.us/procurement/prog/hub/>)

State Agency: an agency of the State of Texas as defined in Texas Government Code §2056.001.ii

Institutions of higher education as defined by §61.003 of the Education Code.

MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.

If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

- 7) **PROPOSED BUDGET PERIOD** - Enter the budget period for this proposal. Budget period is defined in the RFP.
- 8) **COUNTIES SERVED BY PROJECT** - Enter the proposed counties served by the project.
- 9) **AMOUNT OF FUNDING REQUESTED** - Enter the amount of funding requested from DSHS for proposed project activities (not including possible renewals). This amount must match column (1) row K from the BUDGET SUMMARY used for cost reimbursement budgets.
- 10) **PROJECTED EXPENDITURES** - If Contractor's projected federal expenditures exceed \$500,000 or its projected state expenditures exceed \$500,000 for Contractor's current fiscal year, Contractor must arrange for a financial compliance audit (Single Audit).
- 11) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and email address of the person responsible for the proposed project.
- 12) **FINANCIAL OFFICER** - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.
- 13) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and email address of the person authorized to represent the Contractor. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.
- 14) **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the Contractor must sign in this blank.
- 15) **DATE** - Enter the date the authorized representative signed this form.

FORM B: RENEWAL APPLICATION TABLE OF CONTENTS AND CHECKLIST

This form is provided as your Table of Contents and to ensure the renewal application is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted. Be sure to mark if the item is not applicable for this renewal application or if the document is include as part of the renewal application.

<u>FORM</u>	<u>DESCRIPTION</u>	<u>NOT APPLICABLE</u>	<u>INCLUDED</u>
A	Face Page – completed, and proper signatures and date <u>included</u>		☒
A-1	Contact Person Information -- completed and <u>included</u>		☒
B	Table of Contents and Checklist – completed and <u>included</u>		☒
C	Targeted Testing and Linkage to Medical Care -- Performance Measures – completed and <u>included</u>	☐	☒
D	Condom Distribution -- Performance Measures – completed and <u>included</u>	☐	☒
E	Community Mobilization and Coordination Performance Measures – completed and <u>included</u>	☒	☐
F	Prevention with Positive Persons –Individual Level Performance Measures – completed and <u>included</u>	☒	☐
G	General Work Plan – completed and <u>included</u>	☐	☒
G-1	Targeted Testing and Linkage to Medical Care Work Plan – completed and <u>included</u>	☐	☒
G-2	Condom Distribution Work Plan – completed and <u>included</u>	☐	☒
G-3	Prevention with Positive Persons-Individual Level Work Plan – completed and <u>included</u>	☒	☐
G-4	Community Mobilization and Coordination Work Plan – completed and <u>included</u>	☒	☐
H	Justification for Request of Equipment Purchases – completed and <u>included</u>	☒	☐
I	Budget Forms – completed and <u>included</u>	☐	☒
Appendix A	Contractor Assurances and Requirements		

Contractor Name: City of Amarillo Department of Public Health

FORM C: PERFORMANCE MEASURES
Targeted Testing and Linkage to Medical Care

Performance Measures for All Contractors	
OBJECTIVE A	At least 75% of clients testing for HIV will receive results.
OBJECTIVE B	At least 95% of clients testing positive for HIV will receive results counseling.
OBJECTIVE C	At least 87% of clients who are HIV positive (all positives) and received results will be confirmed to HIV-related medical care.
OBJECTIVE D	Contractor will attain a 1.2% new positivity rate annually.
Projected Numbers to be Served by the End of the Contract Term	
OBJECTIVE E	
Number of tests to be performed:	1800
OBJECTIVE F	
Number of newly diagnosed HIV positive persons (the state standard is attaining a 1.2% positivity rate):	21
OBJECTIVE G	
Of the total number of tests outlined in E, the contractor will provide at least the following numbers of tests to the selected priority populations.*	
Number of tests for (Insert priority population #1) : MSM	300
Number of tests for (Insert priority population #2) : IDU	300

* A minimum of one priority population must be selected; Contractors may add lines as needed.

Please make sure the name of your agency is inputted at the top of this form.

Contractor Name: City of Amarillo Department of Public Health

FORM D: PERFORMANCE MEASURES
Condom Distribution

Numbers to be Served by the End of the Contract Term	
OBJECTIVE A	
Number of distribution sites (including: number of sites where contractor supplies free condoms):	25
OBJECTIVE B	
Number of community collaborators assisting with access or distribution efforts (i.e. retail, civic, faith-based, local advocacy groups):	20
OBJECTIVE C	
Number of condoms distributed:	112,500

Please make sure the name of your agency is inputted at the top of this form.

Contractor Name: City of Amarillo Department of Public Health

FORM E: PERFORMANCE MEASURES
Community Mobilization and Coordination

Numbers to be Served by the End of the Contract Term	
OBJECTIVE A	
Number of collaborators (i.e. organizations, agencies, individuals, etc.) involved in community mobilization:	N/A
OBJECTIVE B	
Number of planned activities to engage the community (i.e. events, coalition meetings, facilitated community conversations, etc.):	N/A
OBJECTIVE C	
Number of individuals reached by community mobilization activities (e.g. total number of persons reached/engaged by mobilization events): * In the total number reached outlined in objective C, remember to include the following strategies; Face to Face interactions, Traditional Marketing /Advertising, and Social Media/Mobile/Online.	N/A

Please make sure the name of your agency is inputted at the top of this form.

Contractor Name: City of Amarillo Department of Public Health

FORM F: PERFORMANCE MEASURES
Prevention with Positive Persons – Individual Level Intervention

Title of Intervention (if applicable):	
Numbers to be Served by the End of the Contract Term	
OBJECTIVE A	
Number of participants to complete intervention:	N/A
OBJECTIVE B	
Number of sessions:	N/A
OBJECTIVE C — ONLY IF PROPOSED ACTIVITIES TARGET A SPECIFIC SUBPOPULATION OF HIV POSITIVE PERSONS	
Of the total number of participants outlined in A, the contractor will provide the intervention to at least the following numbers of priority populations.*	
Number of (Insert priority population #1) reached:	N/A

Please make sure the name of your agency is inputted at the top of this form.

Contractor Name: City of Amarillo Department of Public Health

FORM G: GENERAL WORK PLAN

Contractor must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments.

Instructions: All Contractors must provide a description of how they will address the following across all funded activities *(including: Targeted HIV Testing and Linkage to Medical Care, Condom Distribution, Prevention with Positive Persons, Community Mobilization, and HE/RR)*:

General Work Plan

- Describe the managerial, supervisory, and quality assurance activities that will be used to ensure that proposed activities are implemented as required. Describe the responsible party for each of these activities.
 - The HIV Prevention Program is a program of the City of Amarillo Department of Public Health (DPH). The HIV Prevention Program Coordinator provides day to day oversight of staff in the HIV testing and Linkage to Care programs. The Coordinator reports to the STD/HIV Program Manager who in turn reports to the Assistant Director of Public Health. The Program Manager is charged with performance improvement and overall program oversight.
- Describe how Contractor will ensure compliance with DSHS policies including data collection, data submitted on a timely basis, required documentation, and reporting systems.
 - The Coordinator maintains an ongoing dialogue with the Program Manager concerning all aspects of the program. A more formal process is utilized with a quarterly report that measure the progress made toward fulfilling program objectives. Data is analyzed and opportunities for improvement are identified and documented along with goals that are being met.
 - The Coordinator will utilize reports from the DSHS system to identify those records nearing the 90-day period for case closure, and follow-up with these records to ensure that data is entered within the appropriate timeframe.
- Describe the Contractor's plan to use continuous community assessments and other program data to evaluate and assess program success, development, and guide improvement.
 - The Coordinator will ensure that an annual community assessment is conducted to identify the attitudes, beliefs, and testing habits of the population. This information will then be incorporated by Outreach staff when planning testing events, locations and activities.
 - The HIV Outreach staff has been providing counseling and testing for the citizens of Potter and Randall Counties for at least 15 years, and staff has developed relationships with individuals in all priority populations. Locations of service have been long established, and evaluation activities are set. The quality assurance plan has been developed with the assistance of the DSHS field consultant. In addition, an internal Performance Improvement program has been implemented which provides an additional layer of analysis and opportunity to identify areas where we can improve.

The Program Manager plans to continue to send employees to DSHS provided trainings, and follow up as outlined on quality assurance indicators.

- A minimum of 35 patient satisfaction surveys will be performed each quarter and the results analyzed. The Program Manager will compile the results of the satisfaction surveys. The coordinator will review the results during staff meetings and plans will be developed to address opportunities for improvement as they are identified.
- Describe Contractor's capacity to make referrals to other services or agencies, including substance abuse, mental health, housing authority, domestic violence/sexual assault response, STD testing and treatment, Pre-exposure Prophylaxis (PrEP) and non-occupational Post Exposure Prophylaxis (nPEP), and HIV care and treatment.
 - The Linkage to Care Coordinator (LTCC) and the Risk Reduction Specialist (RRS) will discuss the needs of the client which are identified during counseling and testing sessions. Referrals may be made to substance abuse programs, food pantry, shelter, or medical care. The referral log will be maintained by the LTCC and will be updated each time referrals are made along with any follow-up actions taken. In addition to the LTCC, the referral log (electronic document) is accessible to the RRS making the referral, as well as to the Coordinator and Administrative staff.
- Describe Contractor's capacity to provide information and education to clients, participants, collaborators, stakeholders and/or community members, about Pre-exposure Prophylaxis (PrEP) and non-occupational Post Exposure Prophylaxis (nPEP).
 - PrEP is explained as a treatment option for High risk individuals to lower their risk of HIV infection. Information given includes PrEP fact sheet from CDC website including explanation of persons this treatment option is appropriate for. Those high risk individuals are informed that this option is currently being explored for this area. Recommendations are made for certain individuals to contact their primary care provider for more information.
- Describe program collaboration and integration of services for viral hepatitis, sexually transmitted diseases and other services. (*Note: subcontracting is allowed and collaboration with community partners is encouraged*)
 - The HIV Prevention staff collaborates with the three detention centers located in Potter and Randall Counties, along with The Youth Center of the High Plains, The Guyon Saunders Resource Center, The Haven Women's Shelter, Panhandle Aids Support Organization, ACADA, ARAD, Managed Care, St. John's, ATC, Serenity House, Heal The City clinic as well as with appropriate staff within the STD/HIV Program.

FORM G-1: TARGETED HIV TESTING AND LINKAGE TO MEDICAL CARE WORK PLAN

Targeted HIV Testing and Linkage to Medical Care

1. Service Delivery

Describe recruitment strategies that will be used to reach proposed priority population(s) and specific venues and/or locations where project specific recruitment will be conducted.

- Describe brief risk screen process to determine the services most appropriate for individual clients. Describe how the risk screening assessment will be conducted.
 - Recruitment strategies that will be used to reach proposed priority populations include testing events conducted in venues such as gay clubs, flea markets, fetish parties, adult bookstores, dances, parks, and in home testing parties as well as in offsite testing locations including Panhandle AIDS Support Organization (PASO), Faith City Mission, Managed Care, homeless communities, local colleges, truck stops, area detention centers, drug and alcohol treatment facilities, domestic violence shelters, and testing events on all national HIV/AIDS recognition days. Additional opportunities include use of the mobile clinic which can be utilized for testing in targeted areas or events.
 - Additional recruitment strategies include use of the HIV Outreach Facebook page and on the Amarillo public health website. Advertising free testing on social media apps such as Facebook, Craigslist and Backpage are also being utilized to target priority populations.
 - The brief risk screening process used to determine the service most appropriate for individual clients is a questionnaire regarding the client's sexual practices and orientation or sexual preferences. This information is then used to determine whether a client needs testing without counseling, brief, or in-depth counseling. The risk screening assessment will be conducted by RRS in a tailored, confidential environment. Any referrals are made based upon the individual needs of the client.

If the Contractor proposes to use additional testing protocol or methodologies the Contractor must provide a description of what will be added and why.

- Describe testing technology to be used. If Contractor proposes to conduct HIV rapid testing, include information about the specific test to be used, quality assurance plans for rapid testing, and a copy of the CLIA waiver.
 - The HIV Outreach staff will conduct Rapid Testing (Biotech Trinity Uni-Gold or BioLytical Insti-test: both blood based tests) in the field, at special events, for partners of HIV+ individuals, for those at high risk for HIV, and for all MSM. Any positive result from the rapid testing will be followed by a blood draw with the specimen sent for

confirmatory testing. A syphilis test will be performed for all clients requesting an HIV test unless the client refuses.

- Describe how HIV test results will be provided. If Contractor proposes to provide negative test results over the phone, policies and procedures that detail this process must be included. Contractor must also address how they will attempt to deliver results to clients that don't return or call for results.
 - The HIV Outreach staff will give positive test results in a follow up session with clients. A letter of notification is sent to clients that do not return or call for results. A home visit may also be attempted. Clients will be informed of HIV positive test results while working closely with the STD and DIS staff along with LTCC.

Describe how the Contractor will provide syphilis testing via venipuncture for all clients requesting an HIV test (unless the client refuses syphilis testing). Additionally, describe other STD testing the Contractor is performing or describe the process for STD testing referrals.

- Any patient with a positive result on the rapid test will then have specimen obtained and sent to the lab for confirmatory testing with RPR and TP-PA. Patients seen through the clinic will have syphilis testing via venipuncture unless it is refused.
 - Asymptomatic males may provide a urine specimen for screening for gonorrhea and chlamydia. If location or facilities permit, asymptomatic females may self-swab the vagina for gonorrhea and chlamydia screening. Additional testing for symptomatic patients is available through the DPH STD clinic which takes same day appointments. Patients that are symptomatic or have tested positive for other STD's are referred to one of the two STD nurses.
- Describe process for providing HIV positive results including providing emotional support and counseling to assist the client in understanding the meaning of the test result and the benefit of initiating and remaining in HIV-related medical care.
 - The HIV Outreach staff will give test results in follow up session with clients. A letter of notification is sent to clients that do not return or call for results. A home visit may also be attempted. Clients will be informed of HIV positive test results while working closely with the appropriate STD/HIV Program staff in conjunction with LTCC.
 - If Contractor proposes to use tangible reinforcements, detailed information must be provided on purpose, type, and dollar amount. Contractors proposing to use tangible reinforcements must describe policies and procedures for their purchase, use, and distribution. Contractors must maintain documentation that tracks the purchase and distribution of tangible reinforcements.
Note: Funds may not be used to make cash payments to intended recipients. Any use of tangible reinforcements must be pre-approved by DSHS.
 -
 - The HIV Prevention Program utilizes tangible reinforcements to recruit individuals to testing and recruitment sessions. Tangible reinforcements will also be used to encourage clients in achieving goals and to return for test results as well as to recruit and acknowledge gatekeepers' referrals.
 - Currently the program uses various types of tangible reinforcements for testing, and plans to continue using the same. Those tangible reinforcements are United Supermarket gift cards, McDonald's gift certificates and Wal-Mart gift cards in five or ten-dollar increments.

- The program also plans to continue distribution of condoms. This has been a long-standing activity and is appreciated by clients. Condoms are distributed to clients during testing sessions, and to a small degree to individuals who walk in requesting them; however, in this situation some type of prevention message is given.
- Describe Contractor's plan and proposed activities to establish linkage to HIV-related medical care¹ for people who are infected with HIV. Describe types of referrals that will be offered and how referrals will be tracked, documented, and confirmed. Describe how the Contractor plans to overcome barriers that may prevent linkage to appropriate medical care. Describe proposed agency staffing and staff time dedicated to linkage to HIV-related medical care.
 - The LTCC will also serve as an HIV Risk Reduction Specialist and will work with all positives in linking them to medical care. This will be accomplished by working closely with local Ryan White Agencies, HIV medical specialists, and other STD/HIV Program staff. LTCC responsibilities will be 40% of combined HIV Specialist duties.
- Describe how Contractor will partner with other organizations to implement this activity. All Contractors must maintain agreements with collaborating partners. A partner services procedure (PSP) with Contractor's local and/or regional health department that outlines how partner services are to be delivered must be included. The PSP is required to be maintained and submitted yearly.
 - HIV Outreach team members work closely with other STD/HIV Program staff to provide referrals and linkage to care. The type of referrals will be tailored to the individual need of the client. Referrals may be for medical or dental assistance, food, transportation to and from appointments, assistance with temporary housing, clothing referrals for job interviews, etc. Outreach staff use a referral log to track progress and document encounters in the patient's electronic medical record.
 - Outreach staff direct clients who may be eligible for PrEP to their private physician and recommend partners of positive HIV clients consult the physician who treats the positive partner. Staff also provide PrEP education as a component of HIV prevention education.
 - The HIV Outreach program has established testing sites at various venues. Some of these venues include parks that are frequented by male prostitutes, homeless shelters, bars/nightclubs, detention centers, truck stops, and along streets with known commercial sex worker activity as well as through the DPH clinics. The program plans to continue to build on the social advertising campaign by increasing its popular Know Your Status Program, website updates and advertising on apps that are utilized by those in the priority populations. The Outreach program will continue to work with local businesses, agencies and organizations to acquire collaborations for "testing parties," which have proven to be successful in bringing awareness to HIV testing.

FORM G-2: CONDOM DISTRIBUTION WORK PLAN

¹ *Linkage to HIV-related medical care is defined as working with a client to establish an HIV-related medical care appointment; follow up with the client and prepare client for medical care; confirm that the client attended the appointment.*

Condom Distribution

1. Service Delivery

- Provide an overview of current condom distribution activities, including a list of community partners (e.g. civic, retail, faith-based, social service, etc.) and the current number of distribution sites.
 - The HIV Prevention Program plans to continue collaborations with the three detention centers located in Potter and Randall Counties, The Youth Center of the High Plains, Tyler Street Resource Center, The Haven Women's Shelter, Panhandle Aids Support Organization, The DPH STD Clinic, and The DPH Disease Intervention Program.
 - The HIV Prevention Program has established various city wide locations for the delivery and distribution of condoms. Locations are chosen based upon information gleaned from the annual community assessment conducted by the program. The locations for condom distribution include:
 - Barber Shops
 - Beauty Shops
 - Local Colleges
 - Churches
 - Drug and Alcohol treatment facilities
 - Individuals such as: Commercial sex workers, homeless, individuals that test and any other person upon request
 - Bars/Clubs
 - STD Clinic
 - Satellite facility (Managed Care Center)
 - A majority of condoms will be distributed in the zip codes with the highest morbidity rates 79101, 79103, 79104, 79106 and 79107.
- Describe how the Contractor will conduct a condom assessment (availability, accessibility, acceptability) and condom distribution plan. If an assessment and plan have already been created, the Contractor must include a description of the process and findings with this application.
 - The HIV Prevention Program and Outreach staff plan to continue to disburse condoms and educational literature during testing and recruitment sessions. This type of encounter will be documented in testing documentation, and placed in the client's chart. Outreach staff will continue to use DSHS approved/provided literature. At a minimum, education provided by HIV Prevention Program staff will include the following basic information about HIV infection and HIV testing:
 - The benefits of testing
 - Behaviors that transmit HIV
 - How HIV can be prevented
 - "Window period" during which HIV infection may not be detected
 - Explain the testing technology to be used
 - Explain to the client when and how HIV test results will be provided
 - Procedure if client has a preliminary positive test or tests positive(introduction of partner services, confirmatory test, linkage to care)

- At times individuals do not wish to participate in a testing session to obtain condoms; therefore, the Outreach Program will distribute a packet of 3-4 condoms and discuss a short prevention message with the individual.
 - The Outreach program has implemented a condom availability questionnaire by utilizing the assessment tool that is recommended by DSHS.
- Provide a list of community partners (e.g. civic, retail, faith-based, social service, etc.) and distribution sites. In addition, describe how the Contractor proposes to address barriers to condom distribution.
 - The HIV Prevention team conducts condom education and distribution on a daily basis to the clients that come in for routine testing and at all special testing events. The Texas Panhandle is a very conservative region, and many associate condom use with birth control instead of safe sex practices. Surveys on condom availability and use are conducted regularly. Condoms are easily available from the Health Department and all Risk Reduction Specialists. Condom Education is conducted by the HIV Prevention Team to its community partners and programs for high risk individuals such as The Haven (a program for abused women), Amarillo Council on Alcohol and Drug Addiction, etc. Barriers to condom use and availability are slowly being eradicated.
 - Describe how condom distribution activities will be linked to other available HIV prevention and treatment services.
 - Condoms are available at all testing events, in the clinic and with several of the community partners.
 - Describe how the contractor will increase condom use among people who are HIV positive and individuals at high risk of acquiring HIV in the three below areas:
 - Condom Availability
 - After conducting a condom availability survey, HIV Outreach staff were able to determine locations for condom distribution that would best reach the targeted population. The number of condom distribution locations were increased as well. Individual business owners were also contacted about product placement in their businesses.
 - Condom Accessibility
 - Outreach staff have distributed condoms to motels and truck stops that are frequented by local commercial sex workers. In addition, condoms have been distributed to adult book stores, strip clubs and movie theaters. Barber and beauty shops have also received condoms for distribution. In addition, the program utilizes homeless street people as gatekeepers to distribute condoms within their community. As an added incentive, our outreach team delivers condoms to those that have no other way of getting them
 - Condom Acceptability
 - The prevention team provides education on the proper safety and use of condoms, as well as the different types of condoms available. Staff utilize training aids to teach and demonstrate condom safety. The team offers our clients options as far as types of condoms and other barriers for safer sex because one size does not fit all. We work with our clients on condom negotiation so that they will be more likely to protect themselves and have a healthy sex life.

FORM G-3: PREVENTION WITH POSITIVE PERSONS WORK PLAN

Prevention with Positive Persons (individual and group level)

1. Service Delivery

- For Contractors implementing individual or group-level Prevention with Positive Persons, describe the specific approaches or interventions that will be used to serve HIV infected individuals. Describe the goals of the activity, such as risk or harm reduction with HIV positive individuals and their partners, medical treatment adherence, reengagement into medical care, treatment preparation, medical adherence, disclosure of status, coping with stigma.
- Describe any tailoring to approaches to be used for individual or group-level Positive Health Prevention, if applicable.
- Describe how the Contractor proposes to recruit and retain HIV positive clients into the proposed intervention. Describe how the intervention will promote maintenance and retention in care.

FORM G-4: COMMUNITY MOBILIZATION AND COORDINATION WORK PLAN

Community Mobilization and Coordination Service Delivery

- Describe what social determinants of health the contractor will address. Describe how the contractor will address these social determinates of health.
- Describe how the contractor will address one or more of the following spectrums of engagement:
 - Public Awareness
 - Targeted Prevention
 - Full Diagnosis
 - Successful Linkage
 - Support Participation in Care
 - Viral Suppression
- Describe how the Contractor will engage community members in community mobilization. Include proposed activities to determine community need (community assessment).
- All Contractors implementing community mobilization activities must describe how they propose to meet the following requirements:
 - i. Engage clients and community over an extended period of time
 - ii. Address multiple levels of HIV prevention and behavior change (including but not limited to community knowledge, self-efficacy, and attitude)
 - iii. Develop formalized partnerships, network or coalition to create a coordinated approach to HIV prevention
 - iv. Use process and outcome monitoring to support project implementation and improvement.
- Provide an overview of current partnerships and an overview of how partners are recruited; especially those who may not traditionally be involved with HIV prevention efforts.
- Describe how the Contractor proposes to address barriers to community mobilization.
- Describe how community mobilization activities will be integrated into current prevention activities or proposed activities.
- If a Contractor has already engaged their community regarding need, please provide a brief description of the proposed community mobilization project.
- Describe how the Contractor will ensure compliance with DSHS policies including data collection and reporting.
- Describe staffing and/or volunteer structure that will be used to proposed community mobilization activities.
- Describe how the contractor will engage/reach individuals, groups, organizations and other sectors of the population to increase awareness and reduce HIV infection in the community. Include information on each of the below strategies:

- Face to Face interactions (Organizational Meetings, Large Scale Events such as Hip Hop for AIDS, etc.)
- Traditional Marketing /Advertising (Billboards, Radio, PSAs, etc.)
- Social Media/Mobile/Online (Facebook, Twitter, Texting, Website, etc.)

FORM H: JUSTIFICATION FOR REQUEST OF EQUIPMENT PURCHASE

Use one (1) justification form for each item of equipment requested in the detailed equipment budget category. Attach copies of specifications (not older than 30 days from the due date of the renewal application) and/or other pertinent documentation. For computer equipment, complete specifications must be attached. Refer to the Budget Intervention Summary document included as part of the renewal application for the minimum computer specifications.

All applications requesting fund for equipment must complete the following questions. For any Yes/No questions listed below where the contractor answers "NO," please provide a short explanation:

Name of Contractor:

Scope of Work:

Description of Equipment Requested:

(attach additional pages, if necessary and copies of specifications not older than 30 days and/or other pertinent documentation)

- 1) Does the cost include shipping and handling?
- 2) Does the cost include a warranty?
- 3) Does the cost include a maintenance agreement? Describe any special maintenance needs, service contracts, insurance, repair costs, etc. related to the proposed equipment. How will these expenses be supported over time?
- 4) Does the cost include training in the use of equipment?
- 5) Why is the equipment needed? Describe the purpose of the equipment.
- 6) Estimate the expected results of the equipment purchase. Describe who will benefit from the equipment purchase and how.
- 7) How many clients will be served by the equipment?
- 8) What administrative or other activities will be accomplished as a result of the equipment purchase?
- 9) Where will the equipment be located in the facility?
- 10) Who will use the equipment? Is/Are the necessary staff(s) in place to support the proper use of the equipment (e.g. if a van is requested, is funding already in place to support a driver)?
- 11) Will the equipment replace any existing equipment? If so, please justify the replacement of existing equipment.
- 12) Will the equipment be purchased or owned by the administrative agency or by one of the agency's current subcontractors?
- 13) Why is the equipment more appropriate than other alternatives considered or a less expensive piece of equipment? Describe any special or optional features the requested equipment has and why those features are necessary.
- 14) If the equipment is a lease-to-purchase agreement, is a copy of the agreement attached?
- 15) If the equipment is being leased with no option to buy, explain the benefit(s)?

Revised July 2016

16) If the lease-to-purchase costs are spread across several funding sources other than DSHS, describe the other funding sources and their percentage of funding.

APPENDIX A: DSHS ASSURANCES AND CERTIFICATIONS

Note: It is not required that the Contractor return the DSHS Assurances and Certifications with the proposal. Some of these Assurances and Certifications may not be applicable to your project. If you have questions, contact the contact person named in this RFP. These assurances and certifications will remain in effect throughout the project period of this solicitation and the term of any contract between Contractor and DSHS.

As the duly authorized representative of the Contractor, my signature on FORM A: FACE PAGE certifies that the Contractor:

1. Is a legal entity legally authorized and in good standing to do business with the State of Texas and has the legal authority to apply for state/federal assistance, and has the institutional, managerial and financial capability and systems (including funds sufficient to pay the non-state/federal share of project costs) to ensure proper planning, management and completion of the project described in this proposal; possesses legal authority to apply for funding; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the filing of the proposal including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized representative of the Contractor to act in connection with the proposal and to provide such additional information as may be required;
2. Under Government Code Section 2155.004, is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is incorrect. NOTE: Under Government Code Section 2155.004, a Contractor is ineligible to receive an award under this RFP if the bid includes financial participation with the Contractor by a person who received compensation from DSHS to participate in preparing the specification of RFP on which the bid is based;
3. Has a financial system that identifies the source and application of DSHS funds and program income in a unique set of general ledger account numbers, permits preparation of reports required by the contract, permits the tracing of funds expended and program income, allows for the comparison of actual expenditures to budgeted amounts, and maintains accounting records that are supported by verifiable source documents;
4. Will give (and any parent, affiliate, or subsidiary organization, if such a relationship exists, will give) DSHS, HHSC Office of Inspector General, the Texas State Auditor, the Comptroller General of the United States, and if appropriate, the federal government, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
5. Will not supplant funds (i.e. use funds from a contract awarded as a result of this RFP to replace or substitute existing funding from other sources that also supports the activities that are the subject of the contract), but rather will use funds from the contract to supplement any existing funds currently available for any such activities;

6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;
7. Will ensure that no officer, employee, or member of the Contractor's governing body or of the Contractor's contractor will vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree;
8. Has not given, offered to give, nor intends to give, at any time hereafter any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, or service to any employee or official of DSHS or HHSC, in connection with this solicitation or procurement; does not have nor will it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under any awarded contract that results from this RFP;
9. Will honor for 90 days after the proposal due date the technical and business terms contained in the proposal;
10. Will initiate the work after receipt of a fully executed contract and will complete it within the contract period;
11. Will not require a client with limited English proficiency to provide or pay for the services of a translator or interpreter;
12. Will identify and document on client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services;
13. Will make every effort to avoid use of any persons under the age of 18 or any family member or friend of a client as an interpreter for essential communications with clients who have limited English proficiency. However, a family member or friend may be used as an interpreter if this is requested by the client and the use of such a person would not compromise the effectiveness of services or violates the client's confidentiality, and the client is advised that a free interpreter is available;
14. Will comply with the Uniform Grant Management Act (UGMA), Texas Government Code, Chapter 783, as amended, and the current Uniform Grant Management Standards (UGMS), issued by the Governor's Budget and Planning Office, applicable Office of Management and Budget Federal Circulars, and if applicable the Federal awarding agency Common Rule and U.S. Department of Health and Human Services Grants Policy Statements, which apply as terms and conditions of any resulting contract. A copy of the UGMS manual and federal references are available upon request;
15. Will remain current in its payment of franchise tax or is exempt from payment of franchise taxes, if applicable;
16. Will comply, if applicable, with Texas Family Code, § 231.006, regarding Child Support, and

certifies that it is not ineligible to receive payment if awarded a contract, and acknowledges that any resulting contract may be terminated and payment may be withheld if this certification is inaccurate;

17. Will comply with the non-discriminatory requirements of Texas Labor Code, Chapter 21, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age;
18. Will not charge a fee or profit. A profit and/or fee are considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program;
19. Will comply with all applicable requirements of all other state/federal laws, executive orders, regulations, and policies governing this program;
20. As the prospective participant, and any of the prospective participant's principals (collectively, participants):
 - A. are not presently disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; in accordance with 2CFR Parts 376 and 180 (parts A-I), and 45 CFR Part 76 (or comparable federal regulation);
 - B. have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state, or local) transaction or contract under a private or public transaction; violation of federal or state antitrust statutes (including those proscribing price fixing between competitors, allocation of customers between competitors and bid rigging) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the participant's present responsibility;
 - C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification;
 - D. have not within a 3-year period preceding this proposal/proposal had one or more public transactions (federal, state, or local) terminated for cause or default; and
 - E. has not (nor has its representative nor any person acting for the representative) (1) violated the antitrust laws codified by Chapter 15, Texas Business & Commercial Code , or the federal antitrust laws; or (2) directly or indirectly communicated the bid to a competitor or other person engaged in the same line of business.

Should the Contractor not be able to provide this certification (by signing the FACE PAGE Form), an explanation should be placed after this form in the proposal response;

The Contractor agrees by submitting this proposal that the Contractor will include, without modification, the certifications in subparagraphs A through E of this paragraph in all lower tier covered transactions (i.e., transactions with sub grantees and/or contractors) and in all solicitations for lower tier covered transactions;

21. Will comply with Title 31, USC §1352, entitled "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions," which generally prohibits

recipients of federal grants and cooperative agreements from using federal (appropriated) funds for lobbying the executive or legislative branches of the federal government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93):

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agent, 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 Contractor must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," (SF-LLL) in accordance with its instructions. SF-LLL and continuation sheet are available upon request from the Department of State Health Services; and
- C. The language of this certification must be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients must 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 USC §1352. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure;

- 22. Is in good standing with the Internal Revenue Service on any debt owed;
- 23. Affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication or been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime;
- 24. Is in good standing with all state and/or federal departments or agencies that have a contracting relationship with the Contractor;
- 25. Will comply with all statutes and standards of general applicability. It is Contractor's responsibility to review and comply with all applicable statutes, rules, regulations, executive orders and policies. Contractor will carry out the terms of this Contract in a manner that is in compliance with the provisions set forth below. To the extent such provisions are applicable to Contractor; Contractor will comply with the following:
 - a) The following statutes, rules, regulations and DSHS policies, and any of their subsequent amendments that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities,

age, substance abuse, political belief, or religion: 1) Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 U.S.C.A. §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 794(a); 4) the Americans with Disabilities Act of 1990, 42 U.S.C.A. §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 U.S.C.A. §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C.A. § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91 or CFR Part 15; 8) Tex. Lab. Code, Ch. 21; 9) Food Stamp Act of 1977 (7 USC §200 et seq); 10) US Department of Labor, Equal Opportunity E.O. 11246, as amended and supplemented; 11) Executive Order 13279 and 45 CFR Part 87 or 7 CFR Part 16 (regarding equal treatment and opportunity for religious organizations; 12) DSHS Policy AA-5018, Non-discrimination Policies and Procedures for DSHS Programs; and 13) any other nondiscrimination provision in specific statutes under which application for federal or state assistance is being made, which prohibits exclusion from or limitation of participation in programs, benefits, or activities, or denial of any aid, care, service or other benefit;

- b) Drug Abuse Office and Treatment Act of 1972, 21 U.S.C.A. §§ 1101 et seq., relating to drug abuse;
- c) Public Health Service Act of 1912, §§ 523 and 527, 42 U.S.C.A. § 290dd-2, and 42 C.F.R. pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
- d) Title VIII of the Civil Rights Act of 1968, 42 U.S.C.A. §§ 3601 et seq., relating to nondiscrimination in housing;
- e) Immigration Reform and Control Act of 1986, 8 U.S.C.A. § 1324a, regarding employment verification;
- f) Pro-Children Act of 1994, 20 U.S.C.A. §§ 6081-6084, regarding the non-use of all tobacco products;
- g) National Research Service Award Act of 1971, 42 U.S.C.A. §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), as amended, regarding human subjects involved in research;
- h) Hatch Political Activity Act, 5 U.S.C.A. §§ 7321-26, which limits the political activity of employees whose employment, is funded with federal funds;
- i) Fair Labor Standards Act, 29 U.S.C.A. §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 U.S.C.A. §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
- j) Tex. Gov't Code Ch. 469 (Supp. 2004), pertaining to eliminating architectural barriers for persons with disabilities;
- k) Texas Workers' Compensation Act, Tex. Labor Code, chs. 401-406 28 Tex. Admin. Code pt. 2, regarding compensation for employees' injuries;
- l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
- m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code Ch. 96 regarding safety standards for handling blood borne pathogens;
- n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
- o) Environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq; 6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§ 7401 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of

endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;

p) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763 regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 C.F.R. Part 900, Subpart F);

q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;

r) Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements;

s) Assist DSHS in complying the National Historic Preservation Act of 1966, §106 (16 U.S.C. § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.) regarding historic property;

t) Financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;" and

u) Requirements of any other applicable state and federal statutes, executive orders, regulations, rules, and policies.

If this contract is funded by a grant, additional state or federal requirements found in the Notice of Grant Award may be imposed on Contractor;

26. Under §§2155.006 and 2261.053, Government Code, is not ineligible to receive a contract under this RFP and acknowledges that any contract may be terminated and payment withheld if this certification is inaccurate. Sections 2155.006 and 2261.053 relate to violations of federal law in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or certain other disasters;
27. Affirms that the statements in these assurances and certifications are true, accurate, and complete (to the best of Contractor's and its authorized representative's knowledge and belief), and agrees to comply with the DSHS terms and conditions if an award is issued as a result of this proposal. Willful provision of false information is a criminal offense. Any person making any false, fictitious, or fraudulent statement may, in addition to other remedies available, be subject to civil penalties.

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:City of Amarillo Department of Public Health

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$190,990	\$190,990	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$94,865	\$94,865	\$0	\$0	\$0	\$0
C. Travel	\$11,374	\$2,882	\$0	\$0	\$8,492	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$38,500	\$2,031	\$0	\$0	\$36,469	\$0
F. Contractual	\$2,250	\$0	\$0	\$0	\$2,250	\$0
G. Other	\$2,609	\$0	\$0	\$0	\$2,609	\$0
H. Total Direct Costs	\$340,588	\$290,768	\$0	\$0	\$49,820	\$0
I. Indirect Costs	\$24,607	\$24,607	\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$365,195	\$315,375	\$0	\$0	\$49,820	\$0
K. Program Income - Projected Earnings	\$0	\$0			\$0	

NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$190,990	\$190,990	Fringe Benefits	\$94,865	\$94,865
	Travel	\$11,374	\$11,374	Equipment	\$0	\$0
	Supplies	\$38,500	\$38,500	Contractual	\$2,250	\$2,250
	Other	\$2,609	\$2,609	Indirect Costs	\$24,607	\$24,607

TOTAL FOR:	Distribution Totals	\$365,195	Budget Total	\$365,195
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*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

Name of Contractor:City of Amarillo Department of Public I

Cost Categories		Total Budget (1)	Scope I (Targeted Testing and Linkage to Care)	Scope II (Condom Distribution)	Total
A. Personnel					
Floyd Anthony, HIV Prevention Program Coordinator			\$25,366.10	\$12,493.90	\$37,860.00
Rhonda McClenton, Linkage to Care Coordinator			\$23,007.80	\$11,332.20	\$34,340.00
Monique Jimenez, HIV Outreach Specialist			\$18,027.69	\$8,879.31	\$26,907.00
Marcus Neros, HIV Outreach Specialist			\$18,027.69	\$8,879.31	\$26,907.00
Jan-Jnue 2019					
Marcus Neros, HIV Prevention Program Coordinator			\$12,937.70	\$6,372.30	\$19,310.00
Rhonda McClenton, Linkage to Care Coordinator			\$12,207.40	\$6,012.60	\$18,220.00
Brooke Gunn, HIV Outreach Specialist			\$9,194.41	\$4,528.59	\$13,723.00
Vacant/Posted, HIV Outreach Specialist			\$9,194.41	\$4,528.59	\$13,723.00
B. Fringe Benefits					
Health Insurance, life insurance, Medicaid, FICA, TMRS, unemployment, worker's comp-52.82%			\$44,374.00	\$22,187.00	\$66,561.00
Jan-Jnue2019					
Health Insurance, life insurance, Medicaid, FICA, TMRS, unemployment, worker's comp-46.51%			\$20,247.63	\$9,972.37	\$30,220.00
C. Travel					

Mileage for Prevention Specialists in service area:					
Training expenses for Prevention Specialists: 2018		\$614.00	\$307.00	\$921.00	
Training expenses for Prevention Specialists: Jan-June 2019		\$614.00	\$307.00	\$921.00	
Outreach Conference for 4 staff members: Rental Car					
D. Equipment					
E. Supplies					
Jan-June 2019		\$773.85	\$381.15	\$1,155.00	
F. Contractual					
G. Other	\$				
H. Total Direct Costs 2018	\$	\$129,417.28	\$64,078.72	\$193,496.00	
I. Indirect Costs 2018	\$	\$11,023.00	\$5,731.00	\$16,754.00	
I. Indirect Costs Jan-June 2019		\$5,261.51	\$2,591.49	\$7,853.00	
J. Total (Sum of H and I)	\$	\$210,871.19	\$104,503.81	\$315,375.00	

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

City of Amarillo Department of Public Health

PERSONNEL		Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed								
HIV Prevention Program Coordinator		N	2018	1	N/A	\$3,155.00	12	\$37,860
HIV Outreach Specialist E		N	2018	1	N/A	\$2,242.25	12	\$26,907
HIV Outreach Specialist E		N	2018	1	N/A	\$2,242.25	12	\$26,907
HIV Outreach and Linkage to Care Specialist E		N	2018	1	N/A	\$2,861.70	12	\$34,340
								\$0
HIV Prevention Program Coordinator		N	Jan-June 2019	1	N/A	\$3,218.29	6	\$19,310
HIV Outreach Specialist E		N	Jan-June 2019	1	N/A	\$2,287.18	6	\$13,723
HIV Outreach Specialist E-Posted		Y	Jan-June 2019	1	N/A	\$2,287.18	6	\$13,723
HIV Outreach and Linkage to Care Specialist E		N	Jan-June 2019	1	N/A	\$3,036.60	6	\$18,220
								\$0
								\$0
								\$0
								\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS								\$0
SalaryWage Total								\$190,990

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

Benefits: 2018

Jan-June 2019

Incentive2.67%0.92%

Health Insurance21.89%22.39%

Life0.09%0.05%

Social Security - Medica2.75%1.41%

2.00%2.00%

Fringe Benefit Rate %

49.67%

Fringe Benefits Total		\$94,865
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FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

City of Amarillo Department of Public Health

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:		Travel Costs
			Days/Employees		
FCT, CHTC or ARTAS Training x1 staff member 2018	Grant Requirement	TX	2/1	Mileage	
				Airfare	\$600
				Meals	\$80
				Lodging	\$200
				Other Costs	\$41
				Total	\$921
FCT, CHTC or ARTAS Training x1 staff member Jan-June 2019	Grant Requirement	TX	2/2	Mileage	
				Airfare	\$1,000
				Meals	\$500
				Lodging	\$400
				Other Costs	\$61
				Total	\$1,961
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Other / Local Travel Costs:

\$0

Conference / Workshop Travel Costs:

\$2,882

Total for Other / Local Travel

\$0

Total Travel Costs:

\$2,882

Indicate Policy Used:

Respondent's Travel Policy

X

State of Texas Travel Policy

FORM I - 7 Indirect Costs

Legal Name of Respondent:

City of Amarillo Department of Public Health

Total amount of indirect costs allocable to the project:

Amount:

\$24,607

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE: 8.475
BASE:

X

Applies only to governmental entities . The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:
TYPE:
BASE:

Note: Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. Health Department). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department. The allocation of indirect costs must be addressed in Part V - Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS

A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date. The CFPM is available on the following internet web link: <http://www.dshs.state.tx.us/contracts/>

GO TO PAGE 2 (below)

Page 2, FORM I - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

SUPPLEMENTAL FORMS INSTRUCTIONS

The budget templates (two per budget category) that follow are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Applicants that have utilized all the lines on the primary budget template must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form I - 1 Personnel) have been used, go to the supplemental template labeled "Form I - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form I - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

The supplemental budget templates are:

- Form I-1 Personnel Supplemental
- Form I-2 Travel Supplemental
- Form I-3 Equipment Supplemental
- Form I-4 Supplies Supplemental
- Form I-5 Contractual Supplemental
- Form I-6 Other Supplemental



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	Sept. 11, 2018	Council Priority	Civic Pride
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Department	Public Health	Contact Person	Casie Stoughton, Director of Public Health
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Agenda Caption

Acceptance – Refugee Medical Screening Grant

Grant Amount : \$263,096.56

Grantor: U.S. Committee for Refugees and Immigrants

This item accepts the award from the U.S. Committee for Refugees and Immigrants from October 1, 2018 thru September 30, 2019 to continue health screening services for refugees resettled in Potter/Randall county.

Agenda Item Summary

The Refugee Medical Screening contract is between the U.S. Committee for Refugees and Immigrants (USCRI) and the City of Amarillo to provide health screening, assessment, referral services, and follow-up for official refugees through the Office of Refugee Resettlement.

Requested Action

Approval of grant award.

Funding Summary

The grant is a reimbursement contract between the City of Amarillo and the U.S. Committee for Refugees and Immigrants to provide services.

Community Engagement Summary

The City of Amarillo actively participates in the Amarillo Refugee Quarterly Consultations hosted by Catholic Charities of the Texas Panhandle and Refugee Services of Texas.

In 2017, 150 primary refugees served, 30 secondary refugees served, 300+ refugees assisted with green card paperwork.

Staff Recommendation

Staff recommends acceptance of this grant. Legal approved.



This contract is entered into by and between the U.S. Committee for Refugees and Immigrants (USCRI), an independent nonprofit 501(c)(3) organization incorporated in the State of New York and headquartered in the Commonwealth of Virginia, and City of Amarillo (Contractor), a governmental entity, (collectively, the Parties).

1. **Purpose of the Contract:** USCRI agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations, as defined in Section I of the Statement of Work.
2. **Total Amount:** The total amount of this Contract is \$263,096.56. In the event that an amendment to the budget is required, only the budget section of the contract will be revised.
3. **Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, federal government shutdown, or any other disruptions of current appropriated funding for this Contract, USCRI may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract:** This Contract begins on 10/01/2018 and ends on 09/30/2019. USCRI has the option, in its sole discretion, to renew the Contract. USCRI is not responsible for payment under this Contract before both Parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority:** As applicable, USCRI enters into this Contract under the authority of the Refugee Education Assistance Act of 1980, Title V, Section 501(a), Public Law 96-422, 94 Stat. 1799, 8 U.S.C 1522 note; the Refugee Act of 1980, Section 412, Public Law 96-212, 94 Stat. 111, 8 U.S.C 1522; the William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008, Section 212-235, Public Law 110-457; and the Victims of Trafficking and Violence Protection Act of 2000, Public Law 106-386.
6. **Program Name:** Texas Refugee Medical Screening



7. Statement of Work:

Section I: OVERVIEW

Contractor shall provide health screening, assessment, referral services, and follow-up for Official Refugees, Amerasian-Immigrants, entrants and parolees from Cuba and Haiti, asylees, U. S. Department of Health and Human Services Office of Refugee Resettlement (ORR)-certified victims of severe forms of trafficking, certain Iraqis and Afghans granted special immigrant status by the United States Citizenship and Immigration Services (SIVs), and other populations, as designated by ORR, who are resettled by voluntary refugee resettlement agencies (“volags”), or self-referred within Contractor’s normal service area (as specified in the final approved work plan, attached). Henceforth, all eligible populations described above will be included in the terms “refugee”, “client”, “patient”, and “person”.

Contractor shall provide services to all eligible patients who have been resettled by the voluntary resettlement agency, who live in, or receive services in, but not limited to, the Service Area designated in the most recent version of Section 8, “Service Area” of this contract. Service Area includes, but is not limited to, all counties that the Contractor serves.

Services provided under this Contract shall be conducted in a manner that takes into account the ethnic and cultural origins of the recipient of the services, and shall utilize the support of an appropriately-trained interpreter if the client does not speak English well.

Contractor shall comply with all applicable federal and state statutes, regulations, standards, policies and guidelines, including, but not limited to:

- The Immigration and Nationality Act, 8 U.S.C. §§ 1522;
- Chapter 81, Texas Health and Safety Code;
- DSHS Texas Notifiable Conditions, available at www.dshs.texas.gov/idcu/investigation/conditions/; and
- State letters, recommendations, or guidance’s which may be issued by ORR and/or The Centers for Disease Control and Prevention (CDC), and forwarded to Contractor by USCRI, during the course of this contract.

Without review of documentation of Medicaid/CHIP ineligibility, Contractor shall initiate screening, assessment, referral, and follow-up services, through initial appointments for identified conditions, within a preferred period of thirty (30) days and a maximum of ninety (90) days from the official refugee’s arrival in the United States, date asylum granted, or certification of eligibility by ORR. After 90 days, documentation of Medicaid/CHIP ineligibility will be required in order to provide services.



Section II: CLINICAL SERVICES

Services shall include the following activities:

- A. Review of medical history, chest x-ray(s), and other medical records as available. Follow-up (evaluation, referral for treatment) on: Class A communicable diseases of public health significance identified during the overseas medical exam and requiring medication or other type of treatment after resettlement; and Class B conditions. Utilization of the CDC's Electronic Disease Notification System (EDN) is required to obtain overseas medical records. Communicable diseases of public health significance conditions are defined in <https://www.cdc.gov/immigrantrefugeehealth/exams/diseases-vaccines-included.html>, and are reported on "Medical Examination of Applicants for United States Visas", forms DS-2053, DS-3024, DS-3025, and DS-3026.
- B. Review of immunization status, utilizing available arrival documents, and subsequent administration of required vaccines (for up to one year after program eligibility) as recommended by the Advisory Committee on Immunization Practices (ACIP)/CDC: <https://www.cdc.gov/vaccines/schedules/index.html>. See CDC Guidelines for Evaluating and Updating Immunizations during the Domestic Medical Examination for Newly Arrived Refugees: <https://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/immunizations-guidelines.html>
- C. Tuberculosis screening, including questioning for signs and symptoms, administering interferon gamma release assay (IGRA) tests i.e. T-SPOT®, or a Mantoux Purified Protein Derivative (PPD) skin test if IGRA testing is contraindicated, and submitting appropriate referrals to local/regional tuberculosis programs for evaluation and follow-up treatment or prophylaxis, as medically indicated. See CDC Guidelines for Screening for Tuberculosis Infection and Disease during the Domestic Medical Examination for Newly Arrived Refugees: <https://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/tuberculosis-guidelines.html>
- D. Parasite assessment, including:
 - 1. Review of overseas medical documentation of presumptive treatment.
 - 2. Based on evidence of or the absence of overseas presumptive treatment (based on each medication given):
 - a. Screen for parasites (ova and parasite stool test, serology specimens) and/or provide domestic presumptive treatment.

For screening, see CDC Domestic Intestinal Parasite Guidelines: <https://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/intestinal-parasites-domestic.html>

For domestic presumptive treatment, see CDC Treatment Schedules for Presumptive Parasitic Infections for U.S.-Bound Refugees:



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EVERYONE.
EVERYWHERE.
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<https://www.cdc.gov/immigrantrefugeehealth/guidelines/overseas/interventions/interventions.html>; and CDC Overseas Refugee Health Guidelines: Intestinal Parasites <https://www.cdc.gov/immigrantrefugeehealth/guidelines/overseas/intestinal-parasites-overseas.html>.

- b. Provide Malaria presumptive treatment or screening as described in CDC Malaria Domestic Guidelines:
<https://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/malaria-guidelines-domestic.html>.
- E. Obtain patient medical history, and conduct physical examination, according to the following guidance:
1. Medical Screening Protocol for Newly Arriving Refugees (“Medical Screening Protocol”), United States Department of Health and Human Services, Administration for Children and Families (ACF), Office of Refugee Resettlement (ORR) State Letter (SL) 12-09, including the ORR Medical Screening Guidelines Checklist, and all subsequent revisions:
<https://www.acf.hhs.gov/orr/resource/medical-screening-protocol-for-newly-arriving-refugees>
 2. Center for Disease Control and Prevention “Domestic Examination for Newly Arrived Refugees: Guidelines and Discussion of the History and Physical Examination”
<https://www.cdc.gov/immigrantrefugeehealth/pdf/guidelines-history-physical.pdf>; and
 3. Physical examinations must be performed by a Physician, Nurse Practitioner, or Physician Assistant.
- F. Conduct medical testing and any required follow-up, including:
1. Pregnancy Test for females of childbearing age (15-44 years of age);
 2. Urinalysis (if feasible with a reasonable way to overcome barriers);
 3. Complete Metabolic Panel;
 4. Cholesterol screening for men over 35 and 45 for females;
 5. Complete Blood Count (CBC) with differentials, including eosinophil count, hemoglobin, and hematocrit;
 6. Hepatitis B (Anti-HBs, HBsAg, Anti-HB) screening;
 7. Syphilis screening for all patients 15 years of age and above, unless Syphilis screening done overseas;
 8. Chlamydia screening for females age 15 to 25 years old;



9. HIV screening of all patients. See also CDC Refugee Health Guidelines: HIV Screening: <https://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/screening-hiv-infection-domestic.html>;
10. Follow-up for sexually transmitted infections (STIs) identified on overseas medical examination forms and when medically indicated, screening for other sexually transmitted infections;
11. Blood Lead Level of all children 6 months to 16 years old, including internal re-testing of Elevated Blood Lead Levels when possible. See also CDC Refugee Health Guidelines: Lead Screening <https://www.cdc.gov/immigrantrefugeehealth/guidelines/lead-guidelines.html>;
12. Varicella titers for all patients 19 years of age and above (unless contraindicated from oral or written history of infection), and subsequent vaccination of all susceptible (i.e., non-immune) patients; and
13. Laboratory services and/or screening tests when medically indicated by history, initial assessment, age, gender, or particular refugee subpopulation, such as:
 - a. Hepatitis A Screening (if signs or symptoms present); and
 - b. Hepatitis C screening (risk factors include injection drug use, overseas surgeries or blood transfusions, dialysis, organ transplantation, tattoos, piercings, HIV-positive status, etc.).

G. Other medical services shall include, but are not limited to:

1. Conducting cursory nutritional assessment with provision of (or referral for) appropriate nutritional and supplemental therapy, if indicated;
2. Treatment of routine/minor conditions not requiring formal referral;
3. Performing a general assessment of mental status and mental health (presence of depression, suicidal ideation, post-traumatic stress disorder, etc.);
4. Providing multi-vitamins to patient's age 6-59 months of age, as well as to those with clinical evidence of poor nutrition; and
5. Prescribing continued medications for chronic conditions, when medically indicated.

Section III: ADDITIONAL SERVICES

- A. Additional services shall include the following activities, protocols, and referrals to external health services:



1. Dissemination of the Welcome to the Refugee Health Clinic information sheet to all clients (based on appropriate language and literacy levels)
 2. Health care orientation and general health education, including but not limited to the following topics: chronic disease, preventive health care, how to use insurance in the United States, how to matriculate through the United States healthcare system, emergency preparedness, difference between a primary care provider (PCP) versus the emergency room.
 3. Case management, including but not limited to: client tracking; provision of, or arrangement for, necessary transportation; home visits and/or other client contact (e.g., telephone); and trained interpreter support, sufficient to carry out effective screening and follow-up, through initial referral appointments for identified conditions needing referral. Interpretation and transportation through initial referral appointments are allowable expenses if such services are not already covered by local resettlement agencies, Refugee Medical Assistance Support Services, or Medicaid.
 4. Referrals for further evaluation (preferably to a health care facility that will ultimately provide routine care and serve as a medical home) for any identified conditions and any screening tests that have abnormal results (according to standard medical practice and CDC guidelines)
 5. Routine medical, vision, hearing and dental care, as well as medical specialists; community health and social service referrals as appropriate, including mental health, women, infants, and children (WIC), family planning, children's health, newborn screening tests, rehabilitation, and any other services not listed but deemed necessary, may be referred upon request by Contractor; and
 6. Contractor shall provide additional special outreach and follow-up services, when such need is directed by USCRI.
- B. Contractor must submit, within 14 days of the completion of a health assessment and return of laboratory tests, complete refugee health assessment information for each client by submitting an assessment form to USCRI, or entering the data into the eSHARE information system when so directed by USCRI. If Contractor is instructed to use the eSHARE system, USCRI will first provide training to Contractor staff regarding this system. This provision applies to 100% of eligible patients resettled in, and/or served by, the voluntary agencies in the Contractor's service area.



- C. Contractor will provide equivalent services to eligible secondary arrivals into their service area upon notification by local voluntary refugee resettlement agencies (volags) and/or USCRI, or by self-referral.
- D. Contractor must establish and/or maintain capability, within its refugee health and/or immunization programs, to complete the vaccination portion of USCIS form I-693, Report of Medical Examination and Vaccination Record; and sign-off, as a designated Civil Surgeon, for official Refugees (only) seeking to adjust status to permanent lawful resident, as described in 2009 Technical Instructions for Vaccination for Civil Surgeons:
<https://www.cdc.gov/immigrantrefugeehealth/exams/ti/civil/vaccination-civil-technical-instructions.html>.

Section IV: MEDICATIONS AND SUPPLY INVENTORY MANAGEMENT

- A. Contractor shall order all medications through a USCRI-designated pharmacy ordering system. Contractor shall assure medications and supplies purchased with USCRI Refugee Health Services funds are used in a prudent manner that contributed to disease control in their service area.
- B. Contractor shall monitor and manage its usage of medications and testing supplies purchased by USCRI in accordance with first-expiring-first-out (FEFO) principles of inventory control to minimize waste for those products with expiration dates and set maximum stock levels at a 1-month supply and based on number of patients receiving treatment. Contractor must obtain approval from USCRI prior to purchasing pharmaceuticals through USCRI's designated pharmacy or by entering the information into a database when directed by USCRI.
- C. On the first of every month the Contractor will be required to submit a medication reconciliation spreadsheet for medications that were dispensed for the previous month. This spreadsheet will appropriately reconcile the quantities by the date dispensed, patients name, alien number, medication given, lot number, expiration date, quantity given, and inventory balance. Contractor shall assure that medications are stored properly and securely, in accordance with manufacturer's instructions.

Section V: FUNDS

- A. Refugee Medical Assistance (RMA) funds provided to Contractor under this contract are intended to support and defray actual costs incurred by local governments in providing health screening services and assessments to officially arriving Refugees and other eligible patients in their approved program area.
- B. Funding to Contractor can only be used to support Refugee Health Program requirements. Funds used outside of this scope are considered supplanting. If supplanting is identified,



USCRI reserves the right to decrease funding and avail itself of any other remedies available by law.

- C. Costs of assessments and treatments should be first recovered by Contractor through Medicaid, Early Periodic Screening, Diagnosis and Treatment (EPSDT), and/or the State Child Health Insurance Program(s) (SCHIP) whenever possible. Maximum use of other public health program resources (e.g., funds for immunizations, prevention of tuberculosis, etc.) should be used to the extent that they are available for use for these patients.
- D. Contractor shall maintain thorough and complete financial records that identify the source and application of funds provided; and make those records immediately available to USCRI upon request.
- E. Contractor shall perform all activities in accordance with Contractor's final, and detailed budget as approved by USCRI and with program guidelines. New and/or revised guidelines will be communicated to Contractor.
- F. USCRI reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall.
- G. USCRI will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount as approved for this Contract, Contractor's budget may be subject to a decrease for the remainder of the Contract terms. Vacant positions existing after ninety (90) days may result in a decrease in funds.
- H. Contractor agrees to read and comply with 2 CFR §200.501, Audit Requirements, and work with USCRI staff regarding the management of funds received under this Contract.

Section VI: PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Contract without waiving the enforceability of any of the other terms of the Contract. Contractor shall maintain sufficient documentation to allow USCRI to evaluate Contractor's full compliance with these performance measures.

Contractor shall ensure that the following activities are performed, unless the patient refuses, relocates, or cannot be located—which must be documented in the medical file. USCRI calculates these measures based on the following data submitted by Contractor:

1. Health assessment/outcome data is submitted within fourteen (14) days of the completion of health assessment/return of laboratory tests for 100% of eligible patients resettled in,



and/or served by the voluntary agencies in, the Contractor's service area. If data indicates a compliance rate for this Performance Measure of less than 85%, then USCRI may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by USCRI.

2. Health assessments are provided for at least 50% of patients within thirty (30) days of arrival to the U.S. (for parolees, refugees, and Special Immigrant Visa holders); asylum granted date for asylees; or, date of certification for victims of human trafficking. Those patients who do not get the assessment within 30 days must be assessed within 90 days. If data indicates a compliance rate for this Performance Measure of less than 25%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
3. Physical Exams are performed on 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
4. Tuberculosis screening is completed and necessary referrals are made for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
5. Hepatitis B screening is completed for 100% of eligible patients. Hepatitis B screening includes: HBsAg, Anti-HBs, and Anti-HBc. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
6. Intestinal parasite screening or presumptive treatment is completed for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
7. Blood lead levels are obtained for 100% of eligible patients between 6 months and 16 years of age. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
8. A Complete Blood Count (CBC) with differential is obtained on 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI



may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.

9. HIV screening is completed for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
10. Syphilis screening is completed for 100% of eligible patients age 15 and above. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
11. Chlamydia screening is completed for 100% of females age 15 to 25. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
12. Complete Metabolic Panel is obtained for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.

Section VII: REPORTING REQUIREMENTS

Contractor shall:

- A. Submit program and fiscal reports. Reports should be mailed or submitted by electronic mail to the addresses provided below:

Mailing Address

Attention: Director of Refugee Health Services
U.S. Committee for Refugees and Immigrants
Department of Refugee Health Services
2231 Crystal Drive
Suite 350
Arlington, VA 22202

Email Address

refugeehealth@uscritx.org



- B. The content of programmatic reports will be directed by USCRI.
1. Programmatic Report shall include content as indicated by the Refugee Medical Assistance Trimester Programmatic Report.
 2. Financial Report shall include:
 - a. Annual single audit in accordance with 2 CFR §200.514 and other applicable federal, state and local guidance
 - b. Financial statement in accordance with 2 CFR §200.510 and other applicable federal, state and local guidance; and
 - c. Other program and financial status reports according to the template and instructions provided by USCRI.
- C. Program reports shall reflect the following reporting periods and submission due dates:

Reporting Period		Due Date
Start Date	End Date	
October 1, 2018	January 31, 2019	February 9, 2019
February 1, 2019	May 31, 2019	June 8, 2019
June 1, 2019	September 30, 2019	October 7, 2019

- D. Fiscal reports shall reflect the following reporting periods and submission due dates:

Reporting Period		Due Date
Start Date	End Date	
October 1, 2018	December 31, 2018	February 9, 2019
January 1, 2019	March 31, 2019	April 6, 2019
April 1, 2019	June 30, 2019	July 6, 2019
July 1, 2019	September 30, 2019	October 7, 2019

- E. Failure to submit reports according to the reporting periods and submission due dates specified in Section IX, Paragraphs C and D above shall constitute a breach of contract.

Section VIII: BILLING REQUIREMENTS

- A. Contractor shall request payments using the USCRI's Purchase Voucher form and acceptable supporting documentation and detailed expenses for reimbursement of the required



services and deliverables. Vouchers and supporting documentation should be mailed or submitted by electronic mail to the addresses provided below:

Mailing Address

Attention: Michael Wiles, Director of Finance and Compliance
U.S. Committee for Refugees and Immigrants
Department of Finance and Compliance
2231 Crystal Drive
Suite 350
Arlington, VA 22202

Email Address

RHSInvoice@uscridc.org

- B. Request for payments should be delivered to USCRI within 10 business days after the end of the service month. Bills received within that timeframe will be paid by the 20th business day of the month in which the request for payment was made. Requests for payments received after the 10th business day will be processed in the ensuing month.
- C. Contractor shall close all requests for payment within 90 business days after the close of the federal fiscal year in which funds were awarded. USCRI has the option, in its sole discretion, to process request for payments made after the closing period.

8. Service Area

Potter County, Randall County

9. Award Information:

Award Name: Refugee Medical Screening
Award Number: 2019-AMATX-03

Award Start Date: October 1, 2018
Award End Date: September 30, 2019

10. Renewals

Number of Renewals Remaining: 0

Date Renewals Expire: September 30, 2019

11. Payment Method

Cost Reimbursement

12. Source of Funds

Catalog of Federal Domestic Assistance (CFDA) Program No. 93.566, Refugee and Entrant Assistance State Administered Programs



U.S. COMMITTEE
FOR REFUGEES AND IMMIGRANTS

EVERYONE.
EVERYWHERE.
EQUAL VALUE.

13. **EIN Number**

75-6000444

14. **DUNS Number**

065032807



15. Special Provisions

- A. Contractor must adhere to the Privacy Act of 1974, as amended by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all other applicable rules concerning the confidentiality of medical records, including providing each patient with a Notice of Privacy Practices and responding to patients' requests for access to their Protected Health Information (PHI), amendments to their PHI, accounting of disclosures, restrictions on uses and disclosures of their health information, and confidential communications. Parties may be required to enter into and adhere by a Business Associate Agreement per HIPAA requirements, if needed.
- B. Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf, unless required (or permitted without patient consent) by law in accordance with HIPAA and the Texas Health and Safety Codes; however, USCRI may require Contractor, or any subcontractor, to timely transfer a client or patient record to USCRI if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient, or as otherwise provided by law.
- C. USCRI shall have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, USCRI shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.
- D. Contractor must submit all amendment and revision requests in writing to USCRI's Department of Refugee Health Services at least 90 days prior to the end of the term of this Contract.

CERTIFICATION REGARDING LOBBYING

16. Governing Law and Venue

This Contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Contract will be the Placeholder if the lawsuit arises in Federal Court or Placeholder if the matter arises in State Court.

17. Documents Forming Contract

The Contract consists of the following:

- | | |
|-----------------------------|---|
| A. Contract (this document) | 2019-AMATX-03 |
| B. Attachments | Budget |
| C. Declarations | Certification Regarding Lobbying
Fiscal Federal Funding Accountability and Transparency
Act (FFATA) Certification |

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by USCRI and Contractor and incorporated herein.

18. Payee

The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract.

Name:	City of Amarillo
Employment Identification Number:	75-6000444

19. Entire Agreement

The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

20. Liability

Notwithstanding any other provision herein this contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law

21. 1295 Compliance

USCRI acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295 electronically, with the Texas Ethics Commission as required by law.

CERTIFICATION REGARDING LOBBYING

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

U.S. Committee for Refugees
and Immigrants

City of Amarillo

Signature of Authorized Official

Signature of Authorized Official

Date

Date

Eskinder Negash
President and CEO
2231 Crystal Drive
Suite 350
Arlington, VA 22202

Jared Miller
City Manager
PO Box 1971
Amarillo, Texas 79105

(703) 310-1130
refugeehealth@uscritx.org

CERTIFICATION REGARDING LOBBYING

Organization Name:	City of Amarillo	Program ID:	Refugee Medical Screening
Contract Number	2019-AMATX-03		

Budget Categories

Budget Categories	USCRI Funds Requested	Cash Match	In-Kind Match Contributions	Category Total
Personnel	\$139,962.80			\$139,962.80
Fringe Benefits	\$42,954.58			\$42,954.58
Travel	\$1,720.00			\$1,720.00
Equipment	\$0.00			\$0.00
Supplies	\$28,861.00			\$28,861.00
Contractual	\$28,816.00			\$28,816.00
Other	\$3,529.00			\$3,529.00
Total Direct Costs	\$245,843.38			\$245,843.38
Indirect Costs	\$17,253.18			\$17,253.18
Program Income - Projected Earnings	\$0.00			\$0.00
Totals	\$263,096.56			\$263,096.56

CERTIFICATION REGARDING LOBBYING

Organization Name: City of Amarillo

Contract Number: 2019-AMATX-03

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

☐ Applicable ☐ Non-Applicable

Jared Miller

Date

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which USCRI relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, USCRI may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to USCRI if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to USCRI detailing which of the below statements it cannot certify and why.

Organization Name: City of Amarillo

Address: PO Box 1971	State:	Texas
City: Amarillo	Zip Code (9 digit):	79015

Payee Name: City of Amarillo

Address: PO Box 1971	State:	Texas
City: Amarillo	Zip Code (9 digit):	79015

EIN: 75-6000444

Payee DUNS No.: 065032807

- 1. Did your organization have a gross income, from all sources, of more than \$300,000 in your previous tax year?
☒ Yes ☐ No
- 2. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?
☐ Yes ☒ No
- 3. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?
☒ Yes ☐ No
- 4. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☒ Yes ☐ No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers. Example: John Blum: \$500,000; Mary Redd: \$500,000; Eric Gant: \$400,000; Todd Platt: \$300,000; Sally Tom: \$300,000.

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

Name: Michelle Bonner
Email: Michelle.bonner@amarillo.gov
Telephone: (806) 378-4209

FFATA Contact Person #2

Name: Laura Storrs
Email: Laura.storrs@amarillo.gov
Telephone: (806) 378-6207

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Jared Miller

Date

D



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	September 11, 2018	Council Priority	Transportation
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption
CONSIDER: Approval of FAA AIP Grant No. 3-48-0007-043-2018, with the Federal Aviation Administration for 90% funding of the following four capital improvement projects at the Rick Husband Amarillo International Airport: 1. Airfield Electrical Upgrades 2. Runway 13/31 and Taxiway K and associated taxiway Joint Seal Replacement 3. Upgrade CCTV and Access Control System 4. Pavement Condition Index Inspection and Pavement Management Plan Update

Agenda Item Summary
Approval of FAA AIP Grant No. 3-48-0007-043-2018, with the Federal Aviation Administration for 90% funding of the following four CIP projects: Airfield Electrical Upgrades, Runway 13/31 and Taxiway K and associated taxiway Joint Seal Replacement, Upgrade CCTV and Access Control System, and Pavement Condition Index Inspection. This grant provides \$7,276,937.00 of entitlement funds as the maximum obligation of the United States to the City of Amarillo. These projects will be approved and awarded by City Council. This is an FAA Entitlement Grant, funded through the Aviation and Airway Trust Fund.

Requested Action
Approval of the FAA AIP Grant No. 3-48-0007-043-2018, with the Federal Aviation Administration for 90% funding of the four identified capital improvement projects.

Funding Summary
The reimbursement and reporting requirements in the letter are routine and will not create any compliance issues. A master service agreement with RS&H, Inc. has been previously approved and executed by City Council on December 9, 2014.

Current funding has been identified and budgeted through the CIP for FY 17/18. All projects along with Construction Administration and RPR services is eligible for FAA funding at 90% of the total cost through AIP Grant No. 3-48-0007-043-2018.

FAA Entitlement Funding: \$7,276,937.00
Airport (Sponsor) Funding: \$808,549.00
Total: \$8,085,486.00

Community Engagement Summary
Level 1 – Modest impact on selected area or community group.

Staff Recommendation
Airport staff recommends execution of FAA AIP Grant No. 3-48-0007-043-2018 with the FAA.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
Texas

FAA ASW-650
10101 Hillwood Parkway
Fort Worth, TX 76177

AUG 31 2018

Mr. Tyler R. L. Hurst
Deputy Director of Aviation
Rick Husband International Airport
10801 Airport Boulevard
Amarillo, Texas 79111



Dear Mr. Hurst:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-48-0007-043-2018 at Rick Husband Amarillo International in Amarillo, Texas. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than September 14, 2018, in order for the grant to be valid.
 - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
 - All signatures must be made with blue or black ink; Signature stamps will not be accepted.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return one executed original Grant Agreement to our office via US mail or commercial courier.
 - Retain one copy of the executed Grant Agreement for your records.
- e. Because time is now critical for entering the executed grant into the FAA system, we request you send a copy of the signed agreement to our office by facsimile or email (pdf document) prior to sending the hardcopy document through U.S. mail or commercial courier.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Sarah Conner, (817) 222-5682, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


Manager



ORIGINAL

GRANT AGREEMENT

PART I –OFFER

Date of Offer	August 31, 2018
Airport/Planning Area	Rick Husband Amarillo International
AIP Grant Number	3-48-0007-043-2018
DUNS Number	556777667
TO:	City of Amarillo (herein called the "Sponsor")

FROM: The United States of America(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 30, 2018, for a grant of Federal funds for a project at or associated with the Rick Husband Amarillo International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Rick Husband Amarillo International Airport (herein called the "Project") consisting of the following:

Reconstruct Airfield Lighting (Runway 4/22, Runway 13/31, Taxiway K, Taxiway P and all associated connector taxiways), Rehabilitate Runway 13/31 (Joint Seal Replacement), Upgrade Closed Circuit Television and Access Control System, and Pavement Condition Index Inspection

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor’s adoption and ratification of the Grant Assurances dated March 2014,and the Sponsor’s acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$7,276,937.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 - \$0 for planning
 - \$7,276,937 airport development or noise program implementation; and,
 - \$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 14, 2018, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor

must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the

United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. Maximum Obligation Increase For Primary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent for land project.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration

an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated January 28, 1999, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. Lighting. The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

25. Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program. The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable its ACDBE program.

3 - 4 8 - 0 0 0 7 - 0 4 3 - 2 0 1 8

26. Consultant Contract and Cost Analysis. The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Ben St.
(Signature)
Ben Guttery
(Typed Name)
Manager, Texas ADD
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____,

City of Amarillo
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____,

By: _____
(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

**Current FAA Advisory Circulars Required for Use in AIP Funded
and PFC Approved Projects**

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circularsand
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/20/2018

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Application for Federal Assistance SF-424		
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		
* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision		
* If Revision, select appropriate letter(s): * Other (Specify): 		
* 3. Date Received: 8/31/18		4. Applicant Identifier:
5a. Federal Entity Identifier: 		5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State: 		7. State Application Identifier:
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Amarillo		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 75-600444		* c. Organizational DUNS: 5567776670000
d. Address:		
* Street1: Rick Husband Amarillo International Airport		
Street2: 10801 Airport Blvd		
* City: Amarillo		
County/Parish: Potter		
* State: TX: Texas		
Province:		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 79111-1211		
e. Organizational Unit:		
Department Name: Department of Aviation		Division Name:
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.	* First Name: Tyler	
Middle Name:		
* Last Name: Hurst		
Suffix:		
Title: Deputy Director of Aviation		
Organizational Affiliation: City of Amarillo, Department of Aviation		
* Telephone Number: (806) 335-1671		Fax Number: (806) 335-1672
* Email: tyler.hurst@amarillo.gov		

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Concrete Joint Seal Replacement (Runway 13-31 and Assoc. Taxiways)
Airfield Electrical Vault Improvements and Airfield Electrical Upgrades
CCTV & ACS Upgrades
PCI Inspection

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	7,276,937.00
* b. Applicant	808,549.00
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	8,085,486.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:



* Date Signed:

E



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	September 11, 2018	Council Priority	Transportation
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER: Approval of Other Transaction Agreement (OTA) No. 70T04018T9CAP1040, with the Department of Homeland Security Transportation Security Administration for 100% reimbursement funding for design and bid award services for the Checked Baggage Inspection System (CBIS) recapitalization project at the Rick Husband Amarillo International Airport.

Agenda Item Summary

Approval of Other Transaction Agreement No. 70T04018T9CAP1040, with the Department of Homeland Security Transportation Security Administration. The OTA outlines 100% reimbursement totaling \$126,308.00. Design and bid services will be provided by RS&H, Inc. through Task Order 28. The Transportation Security Administration is about to purchase new Explosive Detection Systems (EDS). Design services will be necessary to modify the existing inline Checked Baggage Inspection System at Rick Husband Amarillo International Airport to accommodate the new equipment. All procedures listed in the OTA will be followed to ensure prompt reimbursement by the TSA.

Requested Action

Approval of Other Transaction Agreement No. 70T04018T9CAP1040, with the Department of Homeland Security Transportation Security Administration for 100% reimbursement of design and bid services for the identified capital improvement project.

Funding Summary

The reimbursement and reporting requirements in the letter are routine and will not create any compliance issues. The airport fund will be able to accommodate the cash flow burden. Reimbursement at 100% totaling \$126,308.00 will be submitted approximately every 30 days until the design phase is complete.

Community Engagement Summary

Level 1 – Modest impact on selected area or community group.

Staff Recommendation

Airport staff recommends execution of OTA No. 70T04018T9CAP1040 with the Transportation Security Administration.

 Transportation Security Administration OTHER TRANSACTION AGREEMENT	
OTA NUMBER	REQUISITION NUMBER
70T04018T9CAP1040	2118208AP1040
ISSUED TO	ISSUED BY
CITY OF AMARILLO 509 E. 7 th Avenue, Room 303 Amarillo, TX 79101-2539 DUNS: 065032807	Jessica Seay, Contracting Officer Transportation Security Administration 701 S. 12 th St Arlington, VA 20598-6025 Email: Jessica.Seay@tsa.dhs.gov
PROGRAM TITLE	
Program Office: Acquisition Program Management Program: Electronic Baggage Screening Program Period of Performance: 12 months from Date of Award PSC: C1BE, Architect and Engineering – Construction: Airport Terminals	
FISCAL DATA	
PR Number: 2118208AP1040 Accounting Line: 5CF15XB010D2018SWE044GE013723007200720OAP-5903001312020000-251B-TSA-DIRECT-DEF. TASK-D Obligated Amount: \$126,308.00	
PURPOSE	
See following pages.	
AUTHORIZED SIGNATURES	
IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.	
Signature Date Jared Miller, City Manager PRINTED NAME AND TITLE	Contracting Officer’s Signature Date Jessica Seay, TSA Contracting Officer PRINTED NAME AND TITLE



AGREEMENT

BETWEEN

**DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION (TSA)**

AND

CITY OF AMARILLO

Relating to

**RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT
Recapitalization**

**Negotiated by the TSA pursuant to Aviation and Transportation Security Act, Pub. L. 107-71,
115 Stat. 597, 49 U.S.C. 114(m)(1), 49 U.S.C. 106(l)(6), and the Homeland Security Act of 2002**

AGREEMENT NUMBER 70T04018T9CAP1040

ARTICLE I - PARTIES

This Other Transaction Agreement (hereinafter referred to as “Agreement” or “OTA”) is entered into between the U.S. Department of Homeland Security, Transportation Security Administration (hereinafter referred to as “TSA”) and the **City of Amarillo** (hereinafter referred to as the “**PROJECT SPONSOR**”) relating to the **Rick Husband Amarillo International Airport (AMA or Airport)**. The TSA and the **PROJECT SPONSOR** agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

ARTICLE II – LEGAL AUTHORITY

TSA and the **PROJECT SPONSOR** enter into this Agreement under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 106(l)(6) and 114(m)(l), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE III – SCOPE

The purpose of this Agreement is to set forth the terms and conditions, as well as establish the respective cost-sharing obligations and responsibilities of the TSA and the **PROJECT SPONSOR** with respect to the design services necessary to modify the existing inline Checked Baggage Inspection System (CBIS) utilizing Explosive Detection Systems (EDS) at the Airport. The design services will result in 100% drawings and specifications and will be submitted in accordance with the published TSA Planning Design Guidelines and Design Standards (PGDS) Version 6.0 dated September 29, 2017¹ with respect to the design process and deliverables, and, in accordance with the Recapitalization Scope document (hereinafter “the Scope”) dated October 2, 2017 and provided by TSA to the **PROJECT SPONSOR** by correspondence dated December 5, 2017, with respect to the design requirements.

This Design Services Project requires the **PROJECT SPONSOR** to provide the architect and engineering services to develop the design and construction specifications to replace Checked Baggage Screening Equipment within the inline CBIS within the **Main Terminal (hereinafter “the Project”)**. The CBIS design needs to address Airport Terminal modifications required to be made to the CBIS in order to replace the Checked Baggage Screening Equipment and for the CBIS to function properly with the new equipment, to include required changes to the baggage conveyor components and programming, mechanical, plumbing, electrical, structural, and telecommunications, or other infrastructure to provide for the installation of the EDS units within the baggage screening area as well as Explosive Trace Detection (ETD) resolution area(s) and the installation of hardware and software for use with an inline CBIS. The Project will also encompass the design of Checked Baggage Resolution Areas (CBRAs) and a multiplexed On-Screen Resolution (OSR) Room, as required to accomplish the necessary work. The objective of this Agreement is to provide the design documents and specifications to identify the necessary modifications required to modify an inline CBIS in order to enhance the security and baggage screening capabilities at the Airport. The TSA detailed design deliverables for each Design Phase to be provided by the **PROJECT SPONSOR** are outlined in the TSA PGDS version 6.0. The Design Phases include:

¹ This is available on FedBizOpps at

https://www.fbo.gov/index?s=opportunity&mode=form&id=4a8f4fd67dc1112b4a775dd7cc00a81e&tab=core&_cview=1 or upon request to the Contracting Officer.

1. Pre-Design Phase: Preliminary Alternative Analysis Report and Preferred Analysis Report
2. Detailed Design Phase
 - a. 30% Design Submittals and associated deliverables
 - b. 100% Design Submittals and associated deliverables
3. Construction Bid proposal documentation to include contract solicitation, requirements issued to prospective contractors, bid specifications and other applicable documents that complete the local request for proposal package.
4. Construction Bid proposal evaluation.

Before the **PROJECT SPONSOR** may proceed from one Design Phase to the next, it must receive TSA's written approval. If TSA does not approve of the **PROJECT SPONSOR** proceeding to the next Design Phase, then TSA shall notify the **PROJECT SPONSOR** in writing and shall reimburse the **PROJECT SPONSOR** for costs incurred on the Design Project through the date that TSA's notification is received by the **PROJECT SPONSOR**.

Any future allowable, allocable and reasonable costs for CBIS construction, project management, construction management, and commissioning/site acceptance testing is anticipated to be funded through a separate Agreement between the **PROJECT SPONSOR** and the TSA. This Agreement shall not be construed to obligate the TSA, in any manner, to provide construction cost funding or obligate the TSA to enter into an Agreement with the **PROJECT SPONSOR** for reimbursement of construction costs related to the CBIS modification. TSA funding for the construction portion of the CBIS Project is subject to the Congressional authorization and appropriation budget process.

ARTICLE IV – RESPONSIBILITIES

A. Cost Sharing

1. Capital Costs: The estimated cost of the Project refers to the design services to be completed by the **PROJECT SPONSOR** to develop the necessary design documents for the construction modifications needing to be made to the Terminal building and associated baggage conveyor system to support the CBIS modification. It does not include the costs of acquisition, delivery or installation of the EDS and ETD system itself. All work performed by the **PROJECT SPONSOR** pursuant to this Agreement shall be accomplished in accordance with the TSA PGDS version 6.0 in effect at the time this Agreement is executed with respect to the design process and deliverables, in accordance with the Scope provided by TSA with respect to design requirements, and in accordance with the applicable local Building Standards and Criteria. Recognizing the uniqueness of this Project, in the event of any conflicts between the provision of the PGDS, the Scope, and this Agreement, the Parties agree to resolve such conflicts through the design review processes described in the TSA PGDS, Version 6.0.

2. The estimated cost for the design services for the Project is **\$126,308.00**. TSA agrees to reimburse the **PROJECT SPONSOR** for one hundred percent (100%) of the allowable, allocable and reasonable costs of the design services for the Project, not to exceed a total reimbursement of **\$126,308.00** (calculated as 100% of \$126,308.00).
3. TSA will determine allowable and allocable costs in accordance with the DHS Guidance in 2 C.F.R. Part 3002 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards" adopting the OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo Version 2.0. TSA will reimburse the **PROJECT SPONSOR** on an actual expense basis supported by one or more invoices submitted by the **PROJECT SPONSOR** in accordance with Article VIII "Billing Procedure and Payment." The parties understand and agree that all Project costs in excess of the TSA Reimbursement Limit of \$126,308.00 as well as any costs that are inconsistent with OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and the guidance set forth in the TSA PGDS and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo version 2.0, shall be borne solely by the **PROJECT SPONSOR** unless otherwise agreed by the TSA in a written modification in accordance with this Article IV and Article XIV "Changes and/or Modifications." Should the TSA reimbursements of \$126,308.00 as adjusted pursuant to Article XIV, represent more than 100% percent of the final allowable and allocable, and reasonable Project costs, the **PROJECT SPONSOR** will refund TSA sufficient funds such that TSA's total reimbursement will equal no more than 100% of the final allowable, allocable and reasonable Project costs.
4. All costs requested for reimbursement must satisfy the requirements of OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo version 2.0. In general, the costs for which TSA will provide reimbursement under this Agreement are limited to those costs associated with Design Deliverables mandated by the TSA PGDS and "TSA PGDS Design and Construction Deliverables Checklist." The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects version 2.0 provides guidance regarding the reimbursable costs for TSA CBIS Projects.²
5. Change Orders are defined as work that is added to or removed post OTA award that consequentially adds cost or changes the scope of the OTA. Change orders shall not be considered authorization to exceed TSA's Reimbursement Limit. Any changes to the authorized amount shall be submitted by the **PROJECT SPONSOR** to the TSA Contracting Officer Representative (COR) and TSA Contracting Officer (CO) prior to any work starting. Once the COR and CO have been given advance notice of the impact the Change Order has on the total cost of the Project, if agreed to by TSA, the TSA CO will provide written approval to the **PROJECT SPONSOR** to proceed with the work identified in the Change Order. TSA will not reimburse the **PROJECT SPONSOR** for any cost incurred for change order work that was not pre-approved by TSA.

² This is available on FedBizOpps at https://www.fbo.gov/index?s=opportunity&mode=form&id=2cd2d67c3aea24381c955dd52e07d142&tab=core&_cview=1 or upon request to the Contracting Officer.

6. Change Requests are defined as requests for the utilization of contingency funds that do not add costs or changes to the scope of the OTA. Change requests shall not be considered authorization to exceed TSA's Reimbursement Limit. Any change requests shall be submitted by the **PROJECT SPONSOR** to the TSA COR prior to any work starting. Once the COR has been given advance notice of the impact the change request has on the Project, if agreed to by TSA, the TSA COR will provide written approval to the **PROJECT SPONSOR** to proceed with the work identified in the Change Request. TSA will not reimburse the **PROJECT SPONSOR** for any cost incurred for change request work that was not pre-approved by TSA.
7. Timely invoicing and management of costs is critical to TSA's portfolio management. The specific cost sharing adjustments are outlined in **ARTICLE VIII – BILLING PROCEDURE AND PAYMENT**.

B. Project Responsibilities

The primary Project responsibilities of the TSA and the **PROJECT SPONSOR** are outlined below. The Project will be overseen by the **PROJECT SPONSOR**.

i. TSA Responsibilities

1. Upon request by the **PROJECT SPONSOR**, TSA will provide the **PROJECT SPONSOR** with the following historical data for the Airport:
 - a. Bag information reports (a.k.a. FDRS reports) for all the EDS, if available
 - b. Enhanced Staffing Model results and reports
2. TSA reserves the right to determine the number, manufacturer, and model of EDS units to be used in the Project at the Airport and will notify the **PROJECT SPONSOR** of any requests to incorporate specific EDS models into the Project at the earliest possible time. If TSA requests that the **PROJECT SPONSOR** make changes to an alternative solution or perform any other work to accommodate a request by TSA for a specific EDS model after TSA approves the 30% Design submission, the **PROJECT SPONSOR** shall be entitled to full reimbursement of its costs to make such changes or perform such work. This provision does not apply to such changes made prior to TSA approval of the 30% Design submission.
3. TSA will review and concur in writing, within project defined review times, with the Project design, plans, and specifications for 30% and 100% design packages for the installation of the EDS in the CBIS based upon the recommendations and guidelines in the TSA PGDS Version 6.0 with respect to the design process and deliverables, and based on the Scope provided by TSA with respect to design requirements.
4. TSA will provide the general EDS specification(s) at the beginning of the Project.
5. TSA will provide EDS Original Equipment Manufacturer Technical Advisory Support Services to the **PROJECT SPONSOR** regarding integration of the EDS machines into the BHS.
6. TSA will review and consider requested changes to the design and associated costs.

ii. PROJECT SPONSOR Responsibilities

1. Except for the responsibilities of the TSA, as outlined above, the Project will be managed and overseen by the **PROJECT SPONSOR**. The **PROJECT SPONSOR**, acting through such contractors as it may engage, using the **PROJECT SPONSOR's** procurement

process, will provide the engineering and design services necessary for successful completion of the Project. The **PROJECT SPONSOR** will provide oversight of such contractor(s) to ensure the Project conforms to the TSA design guidelines identified in the PGDS version 6.0 with respect to the design process and deliverables, and to the Scope provided by TSA with respect to design requirements, and is completed within the prescribed schedule identified and incorporated herein as Appendix A.

2. The **PROJECT SPONSOR** must receive concurrence from TSA at each stage of the design review in order to proceed to the next design review stage.
3. The **PROJECT SPONSOR** shall provide a budgetary construction cost estimate with the 30% design review and subsequent 100% design review for the Project.
4. The **PROJECT SPONSOR** shall obtain all necessary licenses, insurance permits and approvals during performance of the Project.
5. The **PROJECT SPONSOR** shall ensure the EDS OEM (EDS Original Equipment Manufacturer) site planning, installation, integration and networking guidelines are incorporated into the design to ensure operational, maintenance and environmental specifications are met.
6. The **PROJECT SPONSOR** shall ensure that all connections between the EDS equipment and the baggage handling system meet the requirements of the EDS OEM integration guide, and that the TSA cabling guidelines as given in the PGDS are followed for any connections. The **PROJECT SPONSOR** or their authorized representative shall coordinate all activities involving such connections directly with the EDS OEM. If questions or concerns about the data connection or any of the relevant requirements arise, the **PROJECT SPONSOR** shall communicate the issue/concern with the TSA COR.
7. The **PROJECT SPONSOR** shall provide reasonable measures to protect the EDS and ETD equipment from unauthorized access, harm, theft, and water intrusion in the screening area within the design and phasing plan.
8. Appendix B "Schedule of Deliverables" identifies required deliverables to be submitted by the **PROJECT SPONSOR**. The **PROJECT SPONSOR** shall submit the deliverables identified in Appendix B by the due dates prescribed.

ARTICLE V - EFFECTIVE DATE AND TERM

The term of this Agreement shall be from the date of execution of the Agreement until 12 months from date of award, unless earlier terminated by the parties pursuant to Article XIII "Termination" as provided herein or extended by mutual agreement pursuant to Article XIV "Changes and/or Modifications", in order to allow the **PROJECT SPONSOR** time to submit a final invoice, close out the Project, and address any other issues. In accordance with Section C4 of the *The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo version 2.0*, costs incurred, to include work performed outside the term of this agreement are not eligible for reimbursement.

The **PROJECT SPONSOR** will establish and provide to the TSA COR and TSA CO, within 10 business days following the execution of this Agreement, Project Milestones that allow objective measurement of progress toward Project completion. TSA maintains the right to identify any additional Project Milestones to be tracked by the **PROJECT SPONSOR**.

ARTICLE VI – ACCEPTANCE AND PROJECT COMPLETION

TSA will deem the Project complete upon review and approval of the 100% design package for the CBIS, OSR and CBRA for each Terminal, and submission of construction bid information to TSA. The design must conform to TSA’s PGDS version 6.0 with respect to the design process and deliverables, and with the Scope provided by TSA with respect to design requirements. Successful completion requires the correction of any non-conformances, deficiencies or other comments that require adjudication identified during the design review process. TSA will release the funds retained pursuant to Article VIII only after approval of the 100% design package, all deficiencies have been corrected and all outstanding comments addressed, and construction bid information has been accepted by TSA.

ARTICLE VII - FUNDING AND LIMITATIONS

TSA will provide funding to the **PROJECT SPONSOR** in an amount not to exceed \$126,308.00 (TSA Reimbursement Limit). Funds in the amount of \$126,308.00 are hereby obligated and made available for payment for performance.

Expenses incurred in executing the work identified herein are chargeable to:

PR: 2118208AP1040
Accounting Line: 5CF15XB010D2018SWE044GE013723007200720OAP-5903001312020000-251B-TSA-DIRECT-DEF. TASK-D
Amount: \$126,308.00

In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover allowable and allocable costs as of the date of termination will be returned and/or de-obligated from this Agreement. TSA’s liability to make payments to the **PROJECT SPONSOR** is limited to the funds obligated and available for payment hereunder, including written modifications to this Agreement.

Under no circumstances will TSA be responsible to reimburse the **PROJECT SPONSOR** for profit or the general costs of government. The **PROJECT SPONSOR** may recover the allowable direct costs of **PROJECT SPONSOR** personnel performing work necessary under this Agreement, as well as the allowable and allocable costs of the contractors hired by the **PROJECT SPONSOR** to perform the necessary work under this Agreement. Profit and overhead costs for the **PROJECT SPONSOR** contractors performing work on the Project are allowable costs. Submission of a cost allocation plan is required to address any indirect costs, to include the **PROJECT SPONSOR** employees, who work on multiple activities that will result in a request for reimbursement under this Agreement. TSA will not be responsible for costs incurred by the **PROJECT SPONSOR**, its contractors or agents to perform work not in compliance with the TSA requirements in this Agreement. The TSA CO has the right to recoup any payments made to the **PROJECT SPONSOR** if the TSA CO determines that the invoices exceed the actual costs incurred, or if the work substantially deviates from the TSA approved design requirements for the Project pursuant to this Agreement.

TSA will reimburse only for allowable, allocable and reasonable costs in accordance with the OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) in effect on the Effective Date of the Agreement and The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo Version 2.0.

ARTICLE VIII – BILLING PROCEDURE AND PAYMENT

A. Payment / Performance Provisions

The United States Coast Guard Finance Center performs the payment function on behalf of the TSA. For purposes of submission to the Coast Guard Finance Center, the **PROJECT SPONSOR** must submit a completed Summary Invoice. Registration in the System for Award Management (SAM) is mandatory for invoice payment. To obtain information regarding SAM, please refer to <https://www.sam.gov/portal/public/SAM/>.

Invoices for reimbursable expenses will be submitted every thirty (30) days, as expenses are incurred. For periods in which the **PROJECT SPONSOR** has not incurred a reimbursable expense totaling more than \$25,000, an invoice is not required. However, a Memorandum noting the non-submission of an invoice in a specific month must be submitted to the TSA CO and/or COR to document the record. This can be sent in conjunction with the monthly reports. Expenses are considered to accrue on the date that the **PROJECT SPONSOR** is invoiced from a contractor, sub-contractor, supplier, or provider of services. Reimbursement by TSA is conditioned upon submission to TSA of an invoice identifying the Project costs that have been incurred and paid. The TSA intends to make payment to the **PROJECT SPONSOR** within 120 days from receipt of each properly prepared invoice for reimbursement of incurred Project costs.

Ten percent (10%) of all submitted costs identified by TSA as allowable, allocable and reasonable shall be retained by TSA until completion of the Project, and shall only be reimbursed to the **PROJECT SPONSOR** upon successful completion of all of its obligations under this Agreement as defined in Article VI of this Agreement.

In the event that an invoice for reimbursable expenses is not received by the TSA within a twelve (12) month period, the TSA reserves the right to terminate the Agreement per Article XIII "Termination."

B. Invoicing

The **PROJECT SPONSOR** invoice format is acceptable. However, the invoice shall, at a minimum, include the following:

1. Agreement Number
2. Invoice Number and Invoice Date
3. Airport Code (ABC)
4. Name and Address of the **PROJECT SPONSOR** Requesting Fund Disbursement
5. Point of Contact, with Address, Telephone, Fax and E-mail Contact Information
6. Tax Identification Number and DUNS Number
7. Period of Invoice Service (inclusive of dates)
8. Supporting Documentation to include Invoices or Other Documentation that Substantiates the Amount of Funds to be Disbursed by TSA
9. Total Amount of Funds Requesting to be Disbursed by TSA
10. Electronic Funds Transfer (EFT) Banking Information (If Applicable)
11. Remittance Address
12. Certification of Requestor, including the following language: *This is to certify that the*

incurred costs billed were actually expended in furtherance of this Agreement, and we understand that intentional falsification of the information contained herein may be subject to civil and criminal penalties under applicable federal laws and/or regulations.

13. Signature of Requestor's Authorized Representative with Date

14. Name and Address of the **PROJECT SPONSOR's** facility

The Invoice may be submitted by standard mail or by electronic transmission to the following address(s):

Billing Address: United States Coast Guard Finance Center
TSA Commercial Invoices
P.O. Box 4111
Chesapeake, VA 23327-4111

Email: FIN-SMB-TSAINVOICES@uscg.mil

Notwithstanding any other payment clause in this Agreement, the Government shall make invoice payments under the terms and conditions specified in this Article. Payment shall be considered made on the day the check is dated and deposited in the US mail, or an electronic funds transfer is completed. All days referred to in this provision are calendar days, unless otherwise specified.

C. Approval for Payment

The TSA CO and the COR are required to review and the TSA CO will approve all invoices prior to payment. To aid in this review, the **PROJECT SPONSOR** shall provide a copy of the Summary Invoice along with all receipts, contractor pay requests and other supporting information which specify the vendor, services provided, and products delivered as well as the appropriate documentation that the **PROJECT SPONSOR** has paid these obligations. The **PROJECT SPONSOR** shall provide this supporting information simultaneously with Step 1 to expedite the payment process.

The Support Documentation should contain the following items:

- A summary spreadsheet providing a categorized breakdown of the amount invoiced
- Signed, approved and legible copies of each individual contractor's invoice to include schedules of values scope of work
 - Copies of contracts and change orders that provide support for the actual work being invoiced
 - Vendor and subcontractor invoices with specific details about services provided
 - Rationale for all allocations or unusual calculations or assumptions
 - Copies of subcontractor's invoices if listed on a prime contractor's invoice as a single amount (copies of timesheets and detailed backup not required if descriptions are clear and specific)
- Proof of payment by the **PROJECT SPONSOR** for each invoice in the form of copies of check/warrants, bank wire transfers, or accounting systems transactions
- TSA invoice log
- Completed checklist

The Summary Invoice and supporting documentation may be submitted by email or mail via CD or paper documents to the TSA CO, TSA COR, and other TSA representatives identified by the TSA COR. The final closeout invoice should include proof that all required deliverables have been provided.

Upon completion of the review of the supporting documentation for the Summary Invoice, the TSA CO and COR will advise the Coast Guard Finance Center regarding payment of the Summary Invoice.

D. Final Invoice: Assignment and Release of Claims

The **PROJECT SPONSOR** shall execute and deliver, at the time of and as a condition precedent to final payment under this OTA, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under the OTA. The release of claims includes all claims, past, present, and future, known and unknown, foreseen and unforeseen, which can be asserted by any person or persons, other than claims for property loss or damage, personal injury, or wrongful death cognizable under the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b)(1), 1402(b), 2401(b), 2671-2680.

As such, the **PROJECT SPONSOR's** final invoice requesting release/payment of retainage withheld throughout the project shall state the following:

“The **City of Amarillo** for and in consideration of the funding provided under OTA **70T04018T9CAP1040**, does hereby remise, release and forever discharge Government, its officers, agents, and employees from any and all manner of actions, causes of action, rights, suits, covenants, contracts, claims, agreements, judgments and demands whatsoever by request, in law, or in equity arising from and by reason of any and all known and unknown, foreseen and unforeseen circumstances, claims or injuries and the consequences thereof, other than claims for property loss or damage, personal injury, or wrongful death cognizable under the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b)(1), 1402(b), 2401(b), 2671-2680. Such claims must be asserted within the time limits and in accordance with the procedures prescribed by the Federal Tort Claims Act and the implementing regulations promulgated by the U.S. Department of Justice at 28 C.F.R. part 14. The **City of Amarillo** expressly waives its ability to seek additional reimbursement from the Government under OTA **70T04018T9CAP1040**.”

E. Untimely Invoices

In furtherance of the timely closeout of this agreement, all final project invoices shall be submitted no later than six months after the period of performance end date or six months after the date of termination by either party pursuant to Article XIII (whichever is earlier). The **PROJECT SPONSOR** must notify **TSA** of any outstanding issues precluding them from meeting this requirement as soon as it is known.

Invoices submitted later than six months after the period of performance ends or six months after the date of termination by either party, will be considered untimely and **TSA** cannot guarantee payment. The **PROJECT SPONSOR** may be liable for any expenses incurred as a result of an untimely or improperly submitted invoice. **TSA** reserves the right to reject untimely or improperly submitted invoices.

ARTICLE IX - AUDITS

TSA shall have the right to examine or audit relevant financial records for the Project funded by this OTA, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. For the Project funded by this OTA, the **PROJECT SPONSOR** shall maintain all Project records and data associated with the Project while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the “Disputes” provision in Article XII regarding this Agreement shall be made available until such appeals are finally resolved.

As used in this provision, “records” includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to the Project funded by this OTA.

The **PROJECT SPONSOR** shall also maintain all records and other evidence sufficient to reflect costs claimed to have been incurred for the Project funded by this OTA in the purchase of technologies allowed in the Project. The Contracting Officer, Contracting Officer’s Representative, or the authorized representatives of these officers shall have the right to examine and audit those records at any time. This right of examination shall include inspection at all reasonable times at the **PROJECT SPONSOR’s** offices directly responsible for managing the Project.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this Agreement.

This article shall not be construed to require the **PROJECT SPONSOR** or its contractors or subcontractors who are associated with or engaged in activities relating to this OTA, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

ARTICLE X – AUTHORIZED REPRESENTATIVES

The authorized representative for each party shall act on behalf of that party for all matters related to this Agreement. Each party’s authorized representative may appoint one or more personnel to act as an authorized representative for any administrative purpose related to this Agreement, provided written notice of such appointment is made to the other party to this Agreement. The authorized representatives for the parties are as follows:

A. TSA Points of Contact:

Contracting Officer’s Representative (COR):

Peter Donis
701 S. 12th Street
Arlington, VA 20598-6025

Phone: (571) 227-3234
E-Mail: Peter.Donis@tsa.dhs.gov

Contracting Officer (CO):
 Jessica Seay
 701 South 12th Street
 Arlington, VA 20598-6025
 Phone: (571) 227-5048
E-Mail: Jessica.Seay@tsa.dhs.gov

Only the TSA CO shall have the authority to bind the Federal government with respect to scope of work, funding and liability. The TSA COR and is responsible for the technical administration of this Agreement and is the technical liaison with the **PROJECT SPONSOR**. The TSA COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA such as amount or level of funding. The TSA COR is authorized to approve the usage of contingency funds that fall within the funded TSA amount pursuant to Article IV.

The **PROJECT SPONSOR** must notify the TSA CO and COR in the event that any TSA employee or TSA contracted agent takes any action that may be interpreted by the **PROJECT SPONSOR** as direction which could increase the Project costs and could cause the **PROJECT SPONSOR** to seek reimbursement from TSA in excess of the TSA's total reimbursement liability as defined in Articles IV and VII of this Agreement.

B. The PROJECT SPONSOR Points of Contact:

The **PROJECT SPONSOR** Point of Contact for all correspondence is:

Tyler R. L. Hurst, C.M., ACE
 Deputy Director of Aviation
 Rick Husband Amarillo International Airport (AMA)
 10801 Airport Blvd. Amarillo, TX 79111-1211
 Phone: 806-335-1671
Email: tyler.hurst@amarillo.gov

ARTICLE XI - LIMITATIONS ON LIABILITY

A. Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.

B. The **PROJECT SPONSOR** has the affirmative duty to notify the TSA Contracting Officer in the event that the **PROJECT SPONSOR** believes that any act or omission of a TSA agent or employee would increase the **PROJECT SPONSOR** costs and cause the **PROJECT SPONSOR** to seek compensation from TSA beyond TSA's liability as stated in Article IV "Responsibilities" or Article VII "Funding and Limitations." Claims against either party for damages of any nature whatsoever pursued under this

Agreement shall be limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this Agreement at the time the dispute arises. If the **PROJECT SPONSOR** receives any communication which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, the **PROJECT SPONSOR** must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.

C. In no event shall either party be liable to the other for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

D. No third party shall assert any rights under this Agreement unless expressly provided herein.

ARTICLE XII - DISPUTES

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of the **PROJECT SPONSOR**. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the **PROJECT SPONSOR** or the TSA CO. At a minimum, a dispute under this Agreement shall include an **PROJECT SPONSOR** statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, the **PROJECT SPONSOR** may submit the dispute to the Deputy Administrator for Acquisition. If the decision of the Deputy Administrator for Acquisition is unsatisfactory, the decision may be appealed to the TSA Assistant Administrator for Acquisition. The parties agree that the TSA Assistant Administrator for Acquisition's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

ARTICLE XIII - TERMINATION

A. In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment.

B. If the **PROJECT SPONSOR** exercises its right under Paragraph A of this Article to withdraw voluntarily from the Project, the **PROJECT SPONSOR** agrees to notify TSA in writing, and reimburse the United States Government for all monies disbursed to it under this Agreement up to the date of notification. If the **PROJECT SPONSOR** has not met eligible criteria in Article VIII for any or all of the disbursements requested, the **PROJECT SPONSOR** may petition TSA for such funding with adequate documentation.

C. If TSA chooses not to proceed with a Design Phase, TSA shall reimburse the **PROJECT SPONSOR** for all accrued allowable, allocable, and reasonable design costs for the Design Project up to the Project stopping point, which shall not exceed the TSA funded amount of \$126,308.00. For example, if TSA elects not to proceed beyond the 30% Design Submittal Phase, then TSA shall notify the **PROJECT SPONSOR** in writing. TSA will then reimburse the **PROJECT SPONSOR** for all

accrued allowable, allocable, and reasonable costs for the 30% Design Submittals Phase only up to the date of notice.

D. In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses will be returned and/or de-obligated from this Agreement.

ARTICLE XIV - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorized representative of the **PROJECT SPONSOR**. The modification shall cite the subject provision to this Agreement and shall document the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. The properly signed written modification shall be attached to this Agreement and thereby becomes a part of this Agreement.

The TSA CO reserves the right to make unilateral modifications (signed only by the TSA CO) for administrative modifications, such as changes to the line of accounting in Article VII, updates to TSA POCs in Article X, and/or other administrative changes that do not affect the terms and conditions of this Agreement.

ARTICLE XV - CONSTRUCTION OF THE AGREEMENT

This Agreement is issued under 49 U.S.C. §106 (l)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this Agreement. Additionally, each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other. The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each party acknowledges that there are no exceptions taken or reserved under this Agreement.

In the event that any Article and/or parts of this Agreement are determined to be void or otherwise invalid or unenforceable, such Article or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the parties under this Agreement, except as provided therein. If either party determines that such lapse has or may have a material effect on the performance of the Agreement, such party shall promptly notify the other party, and shall negotiate in good faith a mutually acceptable amendment to the Agreement if appropriate to address the effect of the lapse.

ARTICLE XVI - PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, confidential, or otherwise Sensitive Security Information (SSI) that may come into their possession as a result of this Agreement.

A. RELEASE OF TECHNICAL DATA

No SSI or other information, oral or written, concerning the scope of this Agreement shall be published or released to the public without the prior written approval of the TSA Assistant Secretary or his or her designee.

B. RECORDS AND RELEASE OF INFORMATION

All SSI, as defined in 49 CFR Part 1520, shall be handled in accordance with TSA policies and regulations. All employees, contractors, and subcontractors assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information. SSI may not be disclosed except in accordance with the provisions of that rule.

C. MEDIA

All media releases and other contact with or by media related to this Agreement and in accordance with the terms of this Agreement shall be referred to the Contracting Officer. Neither the **PROJECT SPONSOR**, nor its contractors, shall include in its publicity or public affairs activities related to the subject matter of this Agreement any SSI unless written approval has been received from the TSA Office of Acquisition Program Management or the TSA Office of Strategic Communication and Public Affairs.

ARTICLE XVII – SURVIVAL OF PROVISIONS

The following provisions of this Agreement shall survive the termination of this Agreement: Article IV –Responsibilities; Article VII – Funding and Limitations; Article IX – Audits; Article XI – Limitations on Liability; Article XII – Disputes; Article XVI – Protection of Information; and Article XVII – Survival of Provisions.

APPENDICES

Appendix A – Project Milestone Schedule
Appendix B – Schedule of Deliverables
Appendix C – Financial Reporting Template

Appendix A
Project Milestone Schedule

Services Milestones	Estimated Completion Dates
Pre-Design Phase Deliverables	
30% TSA Design Deliverables	
100% TSA Design Deliverables	
Final Construction Drawings	
Construction Bid Proposal Documentation	

APPENDIX B
Schedule of Deliverables

The following deliverables are required to be submitted by **the PROJECT SPONSOR**.

Item	Deliverable	Submitted To:	Frequency or Due Date
1	Schedule provided in Appendix A (Project Milestones for Design and proposed Construction)	TSA COR, OSTCBD@tsa.dhs.gov and TSA Contracting Officer	Within 10 calendar days of the PROJECT SPONSOR awarding the design contract. Updates submitted with monthly TSA Project Report (Item 7).
2	Pre-Design Phase deliverables, 30% and 100% Design deliverables	TSA COR, OSTCBD@tsa.dhs.gov	In accordance with the project milestone schedule.
3	Construction Bid Information (prospective winning bidder and bid package)	TSA COR, TSA Contracting Officer, OSTCBD@tsa.dhs.gov	When selection of prospective winning bidder is complete.
4	Design Contract Schedule of Fees	TSA COR, TSA Contracting Officer, OSTCBD@tsa.dhs.gov	Within 10 calendar days of the PROJECT SPONSOR awarding the design contract.
5	Copies of the Design Contract(s) and Change Orders	TSA COR, TSA Contracting Officer. OSTCBD@tsa.dhs.gov	As required. Change Orders require TSA approval in accordance with Section A.6 of Article IV.
6	Monthly Project Report	TSA COR, OSTCBD@tsa.dhs.gov	By the 10 th of each month. Electronic submission is requested.
7	Financial Reporting Template (Appendix C)	TSA COR, OSTCBD@tsa.dhs.gov and TSA Contracting Officer	Monthly
8	Invoices	TSA COR , TSA Contracting Officer, OSTCBD@tsa.dhs.gov	Monthly
9	Final Invoice	TSA COR , TSA Contracting Officer, OSTCBD@tsa.dhs.gov	No later than 90 days after completion of the CBIS Construction Project.

The Monthly Project Report is to be submitted by the 10th of each month. A draft Monthly report template will be submitted via separate correspondence. The Monthly Milestone and Project Report shall address the following:

- a. Actual start and/or finish dates for updated/completed activities.
- b. Remaining duration, required to complete each activity started, or scheduled to start, but not completed
- c. The Project's progress to include Project Percent Completion; a forecast the Project completion date and final costs; as well as monthly schedule and budget variances throughout the Project.
- d. Percentage for completed and partially completed activities.
- e. Any CO approved changes including but not limited to new activities, deleted activities, activity duration changes, and change in logic relationships between activities.
- f. Status date for the schedule update.
- g. A statement that identifies and describes any current or anticipated delays that includes the following information: identification of the delayed activity by description and activity code; type of delay; cause of the delay; effect of the delay on other activities, milestones, and completion dates; identification of actions needed to avoid or mitigate the delay.
- h. Description of lessons learned
- i. Project Schedule in both PDF and "live"/usable format to depict the critical path, baseline and actual date information; predecessors/successors and shall be broken down to a minimum of three (3) WBS levels where applicable.

The Project schedule will be used for all planned TSA activities.

Appendix C
Financial Reporting Template

Name of ENTITY: _____
OTA Number: _____
Government Fiscal Year: _____
Month being reported: _____

1. Total Amount of OTA	
2. Total Expenses Incurred	
a. Payments received from TSA	
b. Amount Invoiced but not Received	
c. Amounts Incurred but not Invoiced	
3. Remaining Balance of OTA	

Invoices Submitted But Not Yet Paid

Invoice Number	Date Submitted	Amount
Total (should agree with 2.b.)		

_____ Printed Name	_____ Signature
_____ Title	_____ Date
_____ E-Mail Address	_____ Phone Number

F



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	September 11, 2018	Council Priority	Transportation
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER: Task Order 28 between RS&H, Inc. and the Rick Husband Amarillo International Airport for design and construction services in the amount of \$207,502.00.

Agenda Item Summary

This Task Order includes design services related to understanding the need to potentially modify the existing inline Checked Baggage Inspection System. The system utilizes Explosive Detection Systems via CTX machines. The CTX machines have been selected by TSA for recapitalization. TSA will purchase the new machines but need the design elements to make sure the cutover is appropriate and other improvements are outlined prior to construction.

Requested Action

Approval of Task Order 28 between RS&H, Inc. and Rick Husband Amarillo International Airport.

Funding Summary

Task Order 28, with respect to design and bid elements, is 100% reimbursable by OTA No. 70T04018T9CAP1040 with the TSA. Another Other Transaction Agreement with the TSA will be pursued for construction services in this Task Order. This will only be a cash flow burden to the airport as all elements are expected to be reimbursed.

Community Engagement Summary

Level 1 – Modest impact on selected area or community group.

Staff Recommendation

Airport staff recommends approval of Task Order 28 between RS&H, Inc. and Rick Husband Amarillo International Airport.

RS&H Project No. 227.0247.028
Short Title: AMA CTX Recapitalization
Effective Date: April 27, 2018

TASK ORDER NO. 28

RS&H, INC., a Florida corporation (hereinafter "Consultant") agrees to perform and complete the following work (hereinafter "Work") for the City of Amarillo, Texas which owns and operates Rick Husband Amarillo International Airport (hereinafter "Client"), in accordance with the terms and conditions of the Master Consulting Service Agreement, dated December 8, 2014, all of which terms and conditions are incorporated herein by reference:

Project Location and Description: Rick Husband Amarillo International Airport (AMA)

This project includes the recapitalization of the CTX machines at Rick Husband Amarillo International Airport. Efforts include a preliminary assessment of the existing system and design of schematic and bid documents for the replacement of the existing system.

Scope of Services and Deliverables: The full scope of services and deliverables are described in "Attachment A", which is made a part hereof.

Compensation Terms: The method of payment shall be Lump Sum. The total compensation shall be as shown below for services described in "Attachment A". Breakdown for tasks is as follows:

TASK	CONTRACT VALUE
Task 1 – Pre-Design Report	\$31,463
Task 2 – 30% Design Documents	\$38,744
Task 3 – 100% Documents	\$41,479
Task 4 – Bid/Award Services	\$14,622
Task 5 – Construction Services	\$81,194
TOTAL LUMP SUM FEE:	\$207,502

Schedule: Schedule shall be as described in "Attachment A".

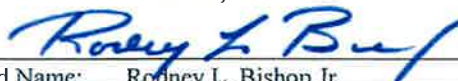
CLIENT
CITY OF AMARILLO, TEXAS

By: _____
Typed Name: Jared Miller
Title: City Manager

Attest: _____
Typed Name: Frances Hibbs
Title: City Secretary

[CORPORATE SEAL]

CONSULTANT
RS&H, INC.

By: 
Typed Name: Rodney L. Bishop Jr.
Title: Vice President

DocuSigned by:

Attest: _____
Typed Name: ~~Melanie Nichols~~
Title: Asst. Corporate Secretary

[CORPORATE SEAL]



“ATTACHMENT A”



**Rick Husband-Amarillo
International Airport**

CTX Recapitalization

PROJECT PROPOSAL / SCOPE OF WORK

RS&H Project No: 227-0247-028



RS&H, Inc.
11011 Richmond Avenue, Suite 900
Houston, Texas 77042
713.914.4455 (P) 713.914.0155 (F)

April 27, 2018

CTX Recapitalization

PROJECT PROPOSAL AND SCOPE OF WORK

1. Project Description

The City of Amarillo, Texas, which owns and operates Rick Husband International Airport (Airport) has requested RS&H, Inc. (Consultant) assist the Airport with developing design plans and specifications for the replacement of the CTX system currently located at the airport. The scope includes design, bidding, and construction services.

This proposal is based on the assumption that a solution will be identified during the 30% Design Phase that will meet TSA's requirements without building modifications. If acceptable solutions require building modifications, then this proposal will need to be amended for an expanded scope of services or the project will be stopped and will not proceed further, terminating the services at that point. A temporary bag screening solution will be developed. Minor building modifications are assumed to be included, such as door relocations, reconfiguration of HVAC ducts, fire sprinkler heads, or electrical lights and conduits to accommodate new conveyor alignments, etc.

2. Scope of Services

TASK 1: PRE-DESIGN REPORT

Task 1.1 *Kickoff Meeting / Field Survey*

The Consultant shall coordinate and attend one (1) kickoff meeting at AMA. Immediately following the kickoff meeting, the team will field survey existing conditions to document details required to perform design tasks. The team will include a professional baggage system designer who will inspect the existing conditions and provide recommendations. For this proposal, it is assumed the Airport will provide any necessary escorts, who are knowledgeable of the airport's screening systems, to provide access to appropriate facilities.

The Consultant will provide written minutes of the meeting and distribute to all attendees within seven (7) calendar days of the meeting. The owner shall respond within ten (10) working days with any revisions.

Task 1.2 *Alternative Development and TSA Coordination*

The Consultant will coordinate via one (1) teleconference with local TSA representatives to review and discuss solution alternatives. Based on the existing condition information assembled from Task 1.1, alternatives (a maximum of three) will be developed that meet the TSA's written requirements. Included will be the design of the temporary bag screening solution to be used during construction.

Task 1.3 *Pre-Design Report*

The Consultant shall prepare a preliminary design report that shall document the existing conditions and description of the system demands. The report shall provide recommendations of alternatives to meet TSA requirements. This report shall be submitted to the Airport and TSA for review. It is assumed for the purposes of this proposal that the TSA shall formally respond to the Pre-Design report with an approval or rejection regarding the proposed design direction.

Task 1.4 Project Management

The Consultant shall administer the project in coordination with assigned airport staff. The Consultant shall manage the project, coordinate with AMA staff, assign qualified individuals or sub-consultants to the project, and shall complete the efforts within a reasonable and agreeable time frame.

TASK 1 SCHEDULED MEETING SUMMARY

- One (1) Kickoff Meeting / Field Survey
- One (1) Teleconference

TASK 1 DELIVERABLES

- Alternative configuration layouts (up to 3)
- One (1) Pre-Design Report

TASK 2: 30% DESIGN DOCUMENTS

Task 2 will be executed upon the approval of the Pre-Design Report and the receipt of any comments associated with that submittal.

Task 2.1 30% Design Documents

The Consultant shall prepare preliminary contract drawings and specifications for review. Development of the 30% Design Documents will be in coordination with the Airport's and TSA's authorized representatives and will be based upon earlier investigative work. Preliminary recommendations for the reclamation and cutover phasing will be presented in these documents.

Task 2.1.1 – Architectural
Development of the 30% architectural design documents.

Task 2.1.2 – Electrical
Development of the 30% electrical design documents.

Task 2.1.3 – Baggage System
Development of the 30% baggage system documents.

Task 2.2 30% Quality Control Review

The Consultant shall conduct an in-house quality assurance / quality control review of the 30% design documents prior to submittal to the Airport's authorized representative.

Task 2.3 30% Cost Estimate

The Consultant will prepare a ROM cost estimate for the design shown in the 30% design documents.

Task 2.4 30% Review Meeting

The Consultant will conduct a review meeting of the 30% design documents by teleconference. The Consultant will provide written minutes of the meeting and distribute to all attendees within seven (7) calendar days of the meeting. The owner shall respond within ten (10) working days with any revisions.

Task 2.5 *Project Management*

The Consultant shall administer the project in coordination with assigned airport staff. The Consultant shall manage the project, coordinate with AMA staff, assign qualified individuals or sub-consultants to the project, and shall complete the efforts within a reasonable and agreeable time frame.

TASK 2 SCHEDULED MEETING SUMMARY

→ One (1) 30% Review Meeting (Teleconference)

TASK 2 DELIVERABLES

→ One (1) Set of 30% Design Documents (5 copies)

TASK 3: 100% DOCUMENTS

Task 3 will be executed upon the approval of the 30% Documents and the receipt of any comments associated with that submittal.

Task 3.1 *Incorporate 30% Review Comments*

The Consultant shall review all comments received from the Airport's authorized representatives from the 30% design document review and incorporate applicable comments into plans, specifications, and cost estimate. RS&H shall provide a written log that addresses each comment and how it was incorporated.

Task 3.2 *Prepare 100% Documents*

The Consultant shall prepare 100% Documents and specifications for bidding. Development of the 100% Documents will be in coordination with the Airport's and TSA's authorized representative. Specific work elements include:

- Refinement of the 100% plans to include full scope of construction.
- Preparation of full mechanical, electrical, and plumbing drawings and specifications as required.
- Code required modifications to the existing conditions will be identified and remediation will be included in the construction documents.
- With owner approval, contract specifications will be fully developed.

Task 3.1.1 – Architectural
Development of the 100% architectural design documents.

Task 3.1.2 – Electrical
Development of the 100% electrical design documents.

Task 3.1.3 – Baggage System
Development of the 100% baggage system documents.

Task 3.3 *100% Document Quality Control Review*

The Consultant shall conduct an in-house quality assurance / quality control review of the 100% documents prior to submittal to the Airport's authorized representative.

Task 3.4 *100% Estimate of Probable Construction Cost*

The Consultant will prepare a detailed estimate of probable construction cost for the proposed elements of work.

Task 3.5 *100% Documents Review Meeting*

The Consultant will conduct a review meeting of the 100% documents by teleconference. The Consultant will provide written minutes of the meeting and distribute to all attendees within seven (7) calendar days of the meeting. The owner shall respond within ten (10) working days with any revisions.

Task 3.6 *Project Management*

The Consultant shall administer the project in coordination with assigned airport staff. The Consultant shall manage the project, coordinate with AMA staff, assign qualified individuals or sub-consultants to the project, and shall complete the efforts within a reasonable and agreeable time frame.

TASK 3 SCHEDULED MEETING SUMMARY

- ➔ One (1) 100% Review Meeting (Teleconference)

TASK 3 DELIVERABLES

- ➔ One(1) Set of 100% Documents (5 Copies)

TASK 4: BID/AWARD SERVICES

Task 4.1 *Attend Pre-Bid Conference*

The Project Manager will attend a pre-bid conference at the airport, receive comments, record the minutes of the conference and distribute to the Airport's authorized representative and prospective contractors.

Task 4.2 *Respond to Questions / Issue Addenda*

The Consultant shall respond to all RFI's received from bidders and provide required information to the airport in order to issue all required addenda to revise drawings, specifications and other contract documents prepared by RS&H in order to (1) provide clarifications, (2) correct discrepancies, and/or (3) correct errors and/or omissions. The scope includes the preparation of one (1) addenda during the bidding process.

Task 4.3 *Conformed Documents*

The consultant will prepare and submit conformed documents that incorporate addenda items if applicable.

Task 4.3 *Bid Assistance / Review*

The Consultant shall develop tabulation of all bids received and provide evaluation checking for correctness, DBE participation goals, etc., and make recommendation of award. The Consultant cannot and does not guarantee that bids will not vary from estimate. The recommendations for award shall be within 7 days from the bid opening.

TASK 4 SCHEDULED MEETING SUMMARY

- One (1) Pre-Bid Conference

TASK 4 DELIVERABLES

- One (1) Bid Tabulation

TASK 5: CONSTRUCTION PHASE SERVICES

Task 5.1 Pre-Construction Conference

The Consultant shall prepare for and attend one (1) pre-construction meeting at the Airport with the Contractor, Airport staff, the TSA, and the Consultant. The Consultant shall prepare meeting minutes and distribute to attendees within five (5) working days of the meeting.

Task 5.2 Shop Drawing Review / RFI Response

The Consultant shall review and note disposition of Contractor-submitted shop drawings, samples, and other RFI submissions furnished by the contractor and submitted to the Consultant. The Consultant shall maintain a log of all contractor submittals, which shall include the submittal date, the action taken, and the date returned.

The Consultant shall respond within fourteen (14) calendar days to all requests for information, claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or Interpretation of the Contract Documents. Interpretations and decisions of the Consultant will be in written form.

The Consultants review is for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant is not responsible for work or requirements that are the Contractor's responsibility as defined in the Contractor's contract with the Owner.

Task 5.3 Construction Coordination and Administration

The estimate of CA services is an hourly figure based on a contract duration of 90 calendar days. Any extension of time beyond that period will be negotiated as an amendment to this Contract.

The Consultant, as a representative of the Airport/Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations and completion of the work, and will perform the following tasks:

- Become generally familiar with and keep the Airport Administration informed about the progress and quality of the portion of the work completed.

As part of this Task, the Consultant will provide the following:

- Attendance (via teleconference) at weekly construction meetings to provide direction and responses to contractor and/or Client questions.
- General administration and coordination with sub-consultants, Client and contractor. This subtask is estimated at 4 hours per week throughout the duration of the contract.

The Consultant shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the contractor, subcontractors, any of their agents or subcontractor's employees, or any other person performing any of the work, or for the failure of such persons to carry out the work in accordance with the contract documents. Accordingly, the Consultant shall not have the authority or responsibility to issue direct instructions to the contractor, to reject work done by the contractor, or to require special inspections and/or tests.

The Consultant shall make monthly written reports to the Owner to advise of any deviation from the contract documents or the contractor's construction schedule observed by or brought to the attention of the Consultant.

If any work does not conform to the Contract Documents, the Consultant shall recommend the rejection of any such work to the Owner in writing. At any point during the construction phase, the Consultant may recommend that the Owner require special inspection or testing of the Work in accordance with the provisions of the Contract Documents.

Task 5.4 *Pay Applications / Change Orders*

The Consultant shall review contractor applications for payment and supporting data, review the amount owed to contractor and approve in writing all payments to contractor in accordance with the contract documents.

The Consultant shall also prepare routine change orders as required; act as interpreter of the contract plans and technical specifications and judge of the performance thereunder by the parties thereto and make recommendations on claims of airport and contractor(s) relating to the execution and progress of the work and other matters and questions related thereto.

It is anticipated that Pay Applications and Change Orders will be processed monthly throughout the course of the project.

Task 5.5 *Clarifications*

The Consultant shall provide design clarification and recommendations to assist the Airport in resolving field problems relating to the construction. The Consultant shall evaluate contractor change and cost proposals and substitutions and recommend to the airport to either approve or disapprove the contractor's proposal or substitution.

Task 5.6 *Substantial Completion Inspection / Punchlist Coordination*

The Consultant shall complete one (1) substantial completion inspection of contract elements and shall produce a construction punchlist outlining deficiencies to be corrected prior to release of retainage. The Consultant shall provide written correspondence of all punchlist items within 7 days of the inspection.

Task 5.7 *Final Inspection*

The Consultant shall complete one (1) final inspection of all contract elements, and shall produce a final written recommendation to the Owner for acceptance of the project elements and release of retainage. The Consultant shall provide this written correspondence within 7 days of the final inspection.

Task 5.8 *Prepare Closeout Documentation*

The Consultant shall prepare record documents including major contract changes throughout the course of construction. The record documents shall incorporate all work detailed in compiled change orders, change directives and field orders and shall be based on red-line markups provided by the Contractor.

Task 5.9 *Submit Closeout Documentation*

The Consultant shall submit electronic files on CD or DVD, two (2) sets of full-size prints and two (2) project book including all testing reports, pay applications, etc. compiled throughout the course of the project.

Task 5.10 *System Commissioning and Testing*

The Consultant shall coordinate with the TSA to perform quality acceptance/testing services, as required for the system.

Task 5.11 *Project Management*

The Consultant shall manage the project, assign qualified individuals to review project documentation and submittals, and shall work closely with the Airport to help accommodate the completion of the project within the specified time frame and budget estimates.

The Consultant will submit a monthly invoice providing an overview of the work accomplished during the billing period and budget remaining on the project.

Task 5.12 *Warranty Period Assistance*

The Consultant shall assist the Client with issues that arise during the 1-year duration of the warranty period. This assistance shall include coordination with the contractor to remedy outstanding issues or correct deficiencies, up to 40 hours for the PM and Engineer.

TASK 5 SCHEDULED MEETING SUMMARY

- One (1) Pre-Construction Meeting
- Twelve (12) Weekly Progress Meetings
- One (1) Substantial Completion Inspection
- One (1) Final Completion Inspection

TASK 5 DELIVERABLES

- One (1) Set of Record Documents (3 Copies)

3. Project Schedule

The following represents a preliminary project schedule.

- ➔ Kickoff Meeting / Site Review Within 30 days of NTP
- ➔ Pre-Design Report..... Within 60 days of Kickoff
- ➔ 30% Design Documents Within 45 days of Report Acceptance
- ➔ 100% Documents Within 30 days of receipt of 30% comments

4. Exclusions and Assumptions

The following are excluded from this proposal:

- ➔ RPR Services
- ➔ Structural modifications to existing building
- ➔ Environmental Documentation
- ➔ Testing of Components outside those explicitly noted herein
- ➔ TSA Coordination outside of the coordination noted herein
- ➔ Any other services not explicitly defined

The following are assumed for this proposal:

- ➔ All escorts will be provided by AMA as needed, and shall include technical staff knowledgeable of the applicable systems.
- ➔ FAA coordination is not necessary
- ➔ The existing vacant concrete elevator shaft is as shown on the as-builts dated 11/1/93 with door openings and pit fully formed.
- ➔ Access to panels and/or mechanical components provided by AMA personnel.
- ➔ Available record documents will be provided by AMA personnel.



Rick Husband Amarillo International Airport
City of Amarillo, Texas

AMA CTX Recapitalization

SCOPE / TASK TITLE	PROJ/CFOR/ DIRECTORS	PROJECT MANAGER	ARCH IV	ARCH I	ENGINEER II	ENGINEER I	ARCH I	ADMIN	TOTAL
TASK 1: PRE-DESIGN REPORT									
Task 1.1 Kickoff Meeting / Field Survey		2		12	12				26
Task 1.2 Alternative Development and TSA Coordination				4	4				8
Task 1.3 Pre-Design Report			4	8	4		1	2	19
Task 1.4 Project Management		2			2				4
TOTAL HOURS	0	4	4	24	22	0	1	2	57
BURDENED LABOR	\$ 297.00	\$ 197.99	\$ 160.56	\$ 117.21	\$ 127.20	\$ 99.22	\$ 91.74	\$ 62.74	
TOTAL BURDENED LABOR	\$0	\$792	\$642	\$2,613	\$2,798	\$0	\$92	\$125	\$7,263
OTHER DIRECT NON-SALARY COSTS									
	# DWGS	# PAGES	# BDS						
REPRODUCTION	@	@	@						
	\$1.60	\$0.10	\$100.00	#SETS					
Drawings	0			0					
Reports/Specifications		50		5					
TOTAL REPRODUCTION									
	# PCKGS	# PCKGS							
POSTAGE/DELIVERY	@	@							
	\$15.00	\$3.00							
Drawings and Specifications	0	5							
TOTAL POSTAGE/DELIVERY									
SPECIALTY SUBCONSULTANTS									
Baggage System Specialist	BNP								\$21,680
TOTAL SPECIALTY SUBCONSULTANTS									
TRAVEL									
	# People	# Days	Airfare @	Car @	Lodging @	Per Diem			
Task 1.1 Kickoff Meeting / Field Survey	2	2	\$1,500	\$200	\$500	\$200			
MILEAGE	50	Miles @	\$0.50						
TOTAL ODC's									
Total Proposed Lump Sum Fee for:	TASK 1: PRE-DESIGN REPORT								
	\$31,463								



Rick Husband Amarillo International Airport
City of Amarillo, Texas

AMA CTX Recapitalization

SCOPE / TASK TITLE	PROJ/OFCR/ DIRECTORS	PROJECT MANAGER	ARCH IV	ARCH II	ENGINEER III	ENGINEER I	ARCH I	JOINT	TOTAL
TASK 2: 30% DESIGN DOCUMENTS									
Task 2.1 30% Design Documents		1		40			20	4	65
Task 2.2 30% Quality Control Review			8		8				16
Task 2.3 30% Cost Estimate		1		6			2		9
Task 2.4 30% Review Meeting				2					2
Task 2.5 Project Management		2			2				4
TOTAL HOURS	0	4	8	48	10	0	22	4	96
BURDENED LABOR	\$ 297.00	\$ 197.99	\$ 160.56	\$ 117.21	\$ 127.20	\$ 99.22	\$ 91.74	\$ 62.74	
TOTAL BURDENED LABOR	\$0	\$792	\$1,284	\$5,626	\$1,272	\$0	\$2,018	\$251	\$11,244
OTHER DIRECT NON-SALARY COSTS									
	# DWGS # PAGES # BDS								
REPRODUCTION	@ @ @								
	\$1.60 \$0.10 \$100.00 #SETS								
Drawings	25 5								\$200
Reports/Specifications	150 5								\$75
TOTAL REPRODUCTION									\$275
	# PCKGS # PCKGS								
POSTAGE/DELIVERY	@ @								
	\$15.00 \$3.00								
Drawings and Specifications	5 5								\$90
TOTAL POSTAGE/DELIVERY									\$90
SPECIALTY SUBCONSULTANTS									
Baggage System Specialist	BNP								\$27,120
TOTAL SPECIALTY SUBCONSULTANTS									\$27,120
TRAVEL	Airfare @ Car @ Lodging @ Per Diem								
	# People # Days \$750 \$100 \$125 \$50								
None	\$0 \$0 \$0 \$0								\$0
									\$0
MILEAGE	0 Miles @ \$0.50								\$0
TOTAL ODC's									\$27,500
Total Proposed Lump Sum Fee for:	TASK 2: 30% DESIGN DOCUMENTS								\$38,744



Rick Husband Amarillo International Airport
City of Amarillo, Texas

AMA CTX Recapitalization

SCOPE / TASK TITLE		PROJ/CFR/ DIRECTOR	PROJECT MANAGER	ARCH II	ARCH I	ENGINEER II	ENGINEER I	ARCH I	ADMIN	TOTAL	
TASK 3: 100% DOCUMENTS											
Task 3.1	Incorporate 10% Review Comments				12			4		16	
Task 3.2	Prepare 100% Documents				30			10	8	48	
Task 3.3	100% Document Quality Control Review			8		8				16	
Task 3.4	100% Estimate of Probable Construction Cost		1		4					5	
Task 3.5	100% Documents Review Meeting				2					2	
Task 3.6	Project Management		2			2				4	
TOTAL HOURS		0	3	8	48	10	0	14	8	91	
BURDENED LABOR		\$ 297.00	\$ 197.99	\$ 160.56	\$ 117.21	\$ 127.20	\$ 99.22	\$ 91.74	\$ 62.74		
TOTAL BURDENED LABOR		\$0	\$594	\$1,264	\$5,626	\$1,272	\$0		\$502	\$9,279	
OTHER DIRECT NON-SALARY COSTS											
		# DWGS	# PAGES	# BDS							
REPRODUCTION		@	@	@							
		\$1.60	\$0.10	\$100.00	#SETS						
Drawings		25			5					\$200	
Reports/Specifications			250		5					\$125	
TOTAL REPRODUCTION										\$325	
		# PCKGS	# PCKGS								
POSTAGE/DELIVERY		@	@								
		\$15.00	\$3.00								
Drawings and Specifications		5	5								\$90
TOTAL POSTAGE/DELIVERY										\$90	
SPECIALTY SUBCONSULTANTS											
Baggage System Specialist		BNP								\$31,730	
TOTAL SPECIALTY SUBCONSULTANTS										\$31,730	
TRAVEL		Airfare @ Car @ Lodging @ Per Diem									
		# People	# Days	\$750	\$100	\$125	\$51				
NONE										\$0	
										\$0	
MILEAGE		0 Miles @ \$0.50								\$0	
TOTAL ODC's										\$32,200	
Total Proposed Lump Sum Fee for:		TASK 3: 100% DOCUMENTS								\$41,479	



Rick Husband Amarillo International Airport
City of Amarillo, Texas

AMA CTX Recapitalization

SCOPE / TASK TITLE	PROJ DFCR/ DIRECTOR	PROJECT MANAGER	ARCH I	ARCH II	ENGINEER I	ENGINEER II	ARCH I	ADMIN	TOTAL
Task 4: BID/AWARD SERVICES									
Task 4.1 Attend Pre-Bid Conference				8					8
Task 4.2 Respond to Questions / Issue Addenda		2		8	2		4		16
Task 4.3 Conformed Documents						4	4		8
Task 4.4 Bid Assistance / Review		2		4	2				8
TOTAL HOURS	0	4	0	12	12	4	8	0	40
BURDENED LABOR	\$ 297.00	\$ 197.99	\$ 160.56	\$ 117.21	\$ 127.20	\$ 98.22	\$ 91.74	\$ 62.74	
TOTAL BURDENED LABOR	\$0	\$792	\$0	\$1,407	\$1,526	\$387		\$0	\$4,122
OTHER DIRECT NON-SALARY COSTS									
REPRODUCTION	# DWGS @ \$1.60	# PAGES @ \$0.10	# BDS @ \$100.00		#SETS				
Drawings	0			0					\$0
Reports/Specifications		0		0					\$0
TOTAL REPRODUCTION									\$0
POSTAGE/DELIVERY	# PCKGS @ \$15.00	# PCKGS @ \$3.00							
Drawings and Specifications	0	0							\$0
TOTAL POSTAGE/DELIVERY									\$0
SPECIALTY SUBCONSULTANTS									
Baggage System Specialist	BNP								\$9,290
TOTAL SPECIALTY SUBCONSULTANTS									\$9,290
TRAVEL	# People	# Days	Airfare @ \$750	Car @ \$100	Lodging @ \$125	Per Diem \$51			
Task 4.1 Attend Pre-Bid Conference	1	1	\$750	\$100	\$125	\$51			\$1,026
									\$1,100
MILEAGE	50	Miles @	\$0.50						\$25
TOTAL ODC's									\$10,500
Total Proposed Lump Sum Fee for:	Task 4: BID/AWARD SERVICES								\$14,622



Rick Husband Amarillo International Airport
City of Amarillo, Texas

AMA CTX Recapitalization

SCOPE / TASK TITLE		PROJ. DIR/ DIRECTOR\$	PROJECT MANAGER	ARCH N	ARCH II	ENGINEER II	ENGINEER I	ARCH I	ADMIN	TOTAL
TASK 5: CONSTRUCTION PHASE SERVICES										
Task 5.1	Pre-Construction Conference									0
Task 5.2	Shop Drawing Review / RFI Response				8					8
Task 5.3	Construction Coordination and Administration				36	12	12		12	72
Task 5.4	Pay Applications / Change Orders		2							2
Task 5.5	Clarifications		2		8					10
Task 5.6	Substantial Completion Inspection / Punchlist Coordination				4	2	2			8
Task 5.7	Final Inspection									0
Task 5.8	Prepare Closeout Documentation				8	2	8	4		22
Task 5.9	Submit Closeout Documentation				2			2	2	6
Task 5.10	System Commissioning and Testing		2		2					4
Task 5.11	Project Management		4			8				12
Task 5.12	Warranty Period Assistance		4		8					12
TOTAL HOURS		0	14	0	76	24	22	6	14	156
BURDENED LABOR		\$ 297.00	\$ 197.99	\$ 160.56	\$ 117.21	\$ 127.20	\$ 99.22	\$ 91.74	\$ 62.74	
TOTAL BURDENED LABOR		\$0	\$2,772	\$0	\$8,906	\$3,053	\$2,183		\$878	\$17,794
OTHER DIRECT NON-SALARY COSTS										
		# DWGS	# PAGES	# BDS						
REPRODUCTION		@	@	@						
		\$1.60	\$0.10	\$100.00	#SETS					
Drawings		25			5					
Reports/Specifications			250		5					
TOTAL REPRODUCTION										
		# PCKGS	# PCKGS							
POSTAGE/DELIVERY		@	@							
		\$15.00	\$3.00							
Drawings and Specifications		5	5							
TOTAL POSTAGE/DELIVERY										
SPECIALTY SUBCONSULTANTS										
Baggage System Specialist		BNP								
TOTAL SPECIALTY SUBCONSULTANTS										
TRAVEL										
		# People	# Days	Airfare @	Car @	Lodging @	Per Diem			
				\$750	\$100	\$125	\$51			
Task 5.1 Pre-Construction Conference		2	2	\$1,500	\$200	\$500	\$204	\$2,404		
Task 5.6 Substantial Completion Inspection / Punchlist Coordination		2	3	\$1,500	\$300	\$750	\$306	\$2,856		
Task 5.7 Final Inspection		2	2	\$1,500	\$200	\$500	\$204	\$2,404		
		TOTAL								
		\$7,700								
MILEAGE		175	Miles @	\$0.50						
TOTAL ODC's										
		\$63,400								
Total Proposed Lump Sum Fee for:		TASK 5: CONSTRUCTION PHASE SERVICES								
		\$81,194								
TOTAL LUMP SUM FEE FOR ALL PROJECT TASKS:		\$207,502								



ASSOCIATES, INC.

1999 BROADWAY
SUITE 3390
Denver, CO 80202 USA

April 6, 2018

RS&H

8140 North MoPac Expy, Building 2, Suite 100,
Austin, Texas 78759

Attn: Mr. Clayton Singleton

Re: Rick Husband Amarillo International Airport (AMA)
Recapitalization Effort - Checked Baggage Inspection System (CBIS)
Proposal for Pre-Design, Design Development, and Construction
Administration Services

Dear Mr. Singleton,

Please find enclosed our proposal for the above referenced project. We have included a Performance Based Specification "Scope of Services" per the TSA PGDS Version 6.0, Bidding / Negotiation, and Construction Administration. Key member "Project Team" identification along with Scope of Work and Fee estimates are also included.

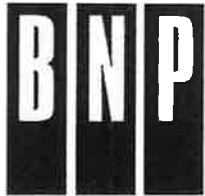
We would like to thank you in advance for your consideration of our proposal. We look forward to working with you and the rest of the Integration Local Design Team.

Very truly yours,
BNP Associates, Inc.

A handwritten signature in black ink, appearing to read 'C. Trudeau', written over a horizontal line.

Calvin P. Trudeau
Project Director

TEL.: 720.374.4930
FAX: 720.374.4929



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1) SCOPE OF WORK – BAGGAGE HANDLING AND EDS SCREENING SYSTEMS

- a. The recapitalization scope is to replace the existing machines with the same number of new machines. If the utilization of the existing EDSs is low, the TSA may deem it cost- effective to only replace the units being used the most. When this occurs, the Baggage Handling System (BHS) infrastructure needed to deploy another EDS will be left in place should TSA have the need for the additional EDS in the future.
- b. The available replacement EDSs are the CTX 9800 (manufactured by Morpho Detection) and the L3 6700 ES (manufactured by L3 Communications). The two machines are interchangeable, and each airport may be competitively bid by these two vendors.
- c. As part of the recapitalization effort, the TSA will address the removal and replacement of the conveyors before and after each EDS to facilitate the integration. Conveyor replacement typically involves two or three conveyors adjacent to each end of the EDS, along with the associated programmable logic controller (PLC) programming.
- d. The TSA’s Program Guidelines and Design Standards for Checked Baggage Inspection Systems (PGDS) recommends that in-line CBISs be designed with a redundant EDS for each mainline to increase overall operational availability by offsetting EDS outages during EDS recalibration, bag jams, maintenance, and other events that cause an EDS to be unavailable for screening bags. The SOS evaluation will include options to include a redundant EDS, where feasible.
- e. The scope covers full services (i.e., detail design development through construction administration) for the Inline Explosive Detection Screening (EDS) and Outbound BHS systems. Including all the Transportation Security Administration (TSA) related work will be done in accordance with the Planning Guidelines and Design Standards (PGDS) document Version 6.0 for Checked Baggage Inspection Systems (CBIS).
- f. BHS/CBIS designs will incorporate TSA PGDS requirements, if a requirement is not obtainable than a Request for Variance will be forwarded for TSA approval.
- g. Provide Updated Performance Based Specifications for:
 - 1. Main Terminal CBIS System
- h. CA Services
 - a. Review Submittals/Shop Drawings
 - b. Periodic Observations during installation
 - c. Test Readiness Review (TRR) Inspection
 - d. Acceptance of Systems

2) TERMINAL 1 – SYSTEM OVERVIEW

- a. The AMA Main Terminal CBIS consists of five ticket counters that merge onto a single main line to feed two security shunts with CTX 9400 units (G859 and G858). The layout of the Main Terminal is shown in Figure 4-1.
- b. The CBIS design doesn't incorporate an Automatic Tag Reader (ATR) pre-EDS but a Bag Measuring Array (BMA) diverts Out of Gauge (OOG) bags to a dedicated line going into the CBRA. Bags are distributed to the EDS using a first available methodology.
- c. Downstream of the EDS, Vertical Sort Units (VSUs) divert the cleared bags to the sortation subsystem while EDS alarmed bags continue traveling for On-Screen Resolution (OSR) screening. High-Speed Diverters (HSD) divert the cleared bags to the sortation subsystem, and alarmed bags go to the CBRA for manual screening.
- d. There is a single On-Screen Resolution Area (OSRA) with two Primary Viewing Stations (PVSs). The CBRA layout contains five queues (AL1-04 through AL1-08) with three total Baggage Inspection Stations (BISs) and two Explosives Trace Detections (ETDs). A dual hose Vaculex system is available in CBRA to transfer bags from the Alarm Line (AL) to the Clear Line (CL). Unknown bags are reinserted back to the queues right before EDS G859.

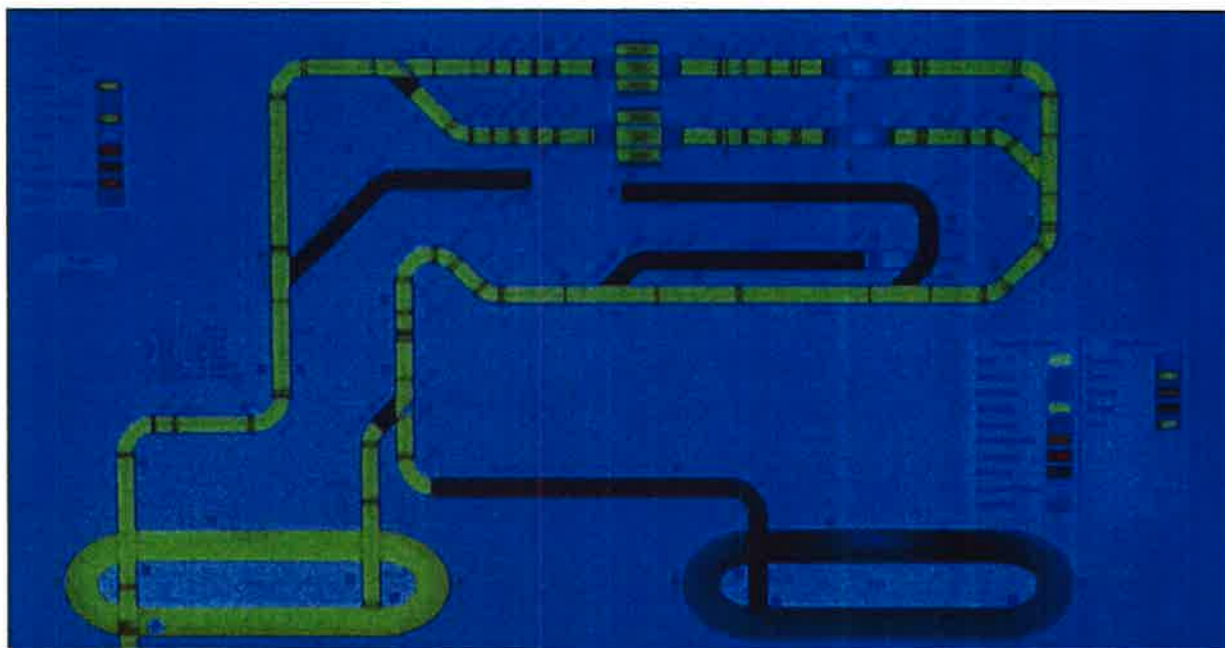


Figure 4-1: AMA Main Terminal CBIS



3) PREPARE PRE-DESIGN REPORT

This report shall be prepared as a validation to support a N+1 configuration to meet TSA PGDS requirements. All program definitions, assumptions, analyses, and concepts that have been developed prior to this point shall be formalized for TSA review.

- a. The Pre-Design Report shall be developed in coordination with Stakeholders and Integrated Local Design Team (ILDT) members as necessary.
- b. The report shall include the following format and content
- c. Results of data collection and facilities inventory
- d. Description of Baggage Handling System demand
- e. Documentation of methodology and assumptions
- f. Quantitative analysis of preliminary alternatives
- g. The TSA shall formally respond to the Pre-Design Report with an approval or rejection and comments regarding their decision.

Prepare and Submit to TSA a Preferred Alternatives Analysis Report

Based upon the preferred alternative selected by the project team, prepare a report for submittal to TSA for review and approval detailing the justification for the selection.

The TSA shall formally respond to the Pre-Design Report with an approval or rejection and comments regarding their decision.

4) DETAILED DESIGN DEVELOPMENT PHASE

- a. In the Detailed Design Development Phase, the overall baggage handling and explosive detection system will be refined as required to firmly define right-of-way paths and finalize the overall design to achieve the operational and functional system performance criteria. The Detailed Design (DD) development Phase is segregated into two sequential sub-phases, with milestone requirements at the 30%, and 100% design completion stages as described below.
 - i. 30% Detailed Design Development Sub-Phase
 - ii. During the Detailed Design Development phase, continued coordination between the BHS/EDS designer and the A&E participants will be required. The A&E drawing package shall be developed and updated in conjunction with the BHS/EDS design at each of the two milestone stages and provides

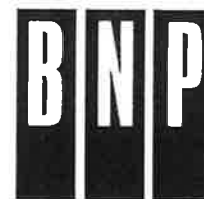


information defining the critical facility interfaces, including at a minimum:

1. System and facility general arrangement drawings and sections
2. Structural interfaces
3. Floor loadings
4. Attachment details
5. Mezzanine openings
6. Concrete curbs
7. Security/Fire Door Placement and Details
8. Electrical power
9. Connected HP requirements
10. Demand HP requirements
11. Power distribution schematics and locations
12. Motor control panel locations
13. Equipment right-of-ways for utility/HVAC/building service coordination
14. Updated Schedule
15. Capital Cost Estimate
16. Documented Stakeholder review and approval

iii. 100% Detailed Design Development Sub-Phase

1. The 100% Detailed Design Development Sub-Phase finalizes the baggage handling and explosive detection system design. This stage requires completion and approval of all prior stages as documented above. The tasks in this phase generally include
2. An updated operational standards assessment based upon the results of the flow analysis models that were prepared in the previous phases.
3. Preparation of drawings at the 100% level, including cross section drawings of the CBIS.
4. Drawings shall include conveyor belt speeds based upon the most up-to-date layout.
5. Drawings shall include a personnel access plan.
6. Outlined specifications at the 100% level.
7. Preparation of a bag tracking description.
8. Preparation of a preliminary contingency plan.
9. Preparation of a preliminary configuration management plan.
10. Preparation of a Threat Bag Removal Procedure.
11. Preparation of an EDS machine removal/replacement plan and layout.
12. EDS machine allocation update
13. The TSA shall provide an updated indication of the expected EDS machine manufacturer. This information is required to allow further



development of specific design parameters and simulation model characteristics.

14. Preparation and Submittal to TSA of an updated Basis of Design Report.
15. Based upon the design progression to this point, prepare an updated Basis of Design report for submittal to TSA for review and approval. This is the primary submittal of this phase.
16. The TSA shall formally respond to the "Basis of Design Report – 100% Sub-Phase" with an approval or rejection and comments regarding their decision.
17. Preparation and Submittal to TSA of all 100% Detailed Design Documents for review and approval.
18. The TSA shall formally respond to the 100% Detailed Design Documents with an approval or rejection and comments regarding their decision.

5) SPECIFICATIONS/CONTRACT DOCUMENTS PHASE

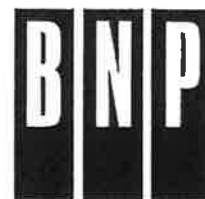
- a. Define all information and requirements pertinent to the conveyor/sortation equipment and facility as a whole; to the general conditions and responsibilities involved; and to the Request for Bid package as a whole. The specification, or portions thereof, shall be submitted for review and approval by the TSA at the 30%, and 100% design milestones as required by the PGDS.
- b. System/Component Specifications
 1. Overall System Description:
 2. Facility description
 3. System description
 4. System operation
 5. System Training
 6. System Maintenance
- c. Design Requirements:
 - i. General
- d. Baggage Standards
 - i. Size
 - ii. Weights
 - iii. Configurations



- e. Movement Standards
- f. Dynamics (speeds and slopes)
- g. Clearance
- h. Edge Provisions Standards
- i. Guides
- j. Sensors
- k. Side Guards
- l. Control Standards
 - i. Consoles
 - ii. Interlocks and limits
 - iii. Warning signals
- m. Electrical System Standards
- n. Functional Surfaces
- o. Belts
- p. Slides
- q. Access and Safety Provisions
 - i. Walk surfaces
 - ii. Ladders, stairs, platforms and handrails
- r. General Requirements:
 - i. Service conditions and safety
 - ii. Environmental requirements
 - iii. System safety
 - iv. Personnel safety
 - v. Noise limits
 - vi. Radio frequency interference
- s. Quality, workmanship and finish standards
- t. Quality assurance
- u. Workmanship
- v. Finish
- w. Reliability, life, and maintainability standards
 - i. Subsystem/component
 - ii. Failure
 - iii. System failure
 - iv. Operating life (hours)
 - v. Mean time between failures (MTBF)
 - vi. Mean time to repair (MTTR)
 - vii. Maintainability
- x. Maintenance provisions
 - i. Maintenance data
 - ii. Maintenance plan
- y. Documentation



- i. Operators' manual
 - ii. Maintenance manual
- z. Parts list
 - i. Recommended spare parts list
 - ii. Contractor's drawings
- aa. Operation and maintenance training
- bb. Operators' training
- cc. Maintenance training
- dd. Training program schedule
- ee. Testing standards and procedures
 - i. General
 - ii. Damages
 - iii. Repairs
- ff. Regulatory Agency approvals
 - i. Airport Authority
 - ii. City and State Codes
 - iii. Government Agencies (OSHA, etc.)
- gg. Subsystem Specifications
 - i. Each subsystem and each item of each subsystem will be delineated in a specification control drawing format. This will involve many individually documented specifications. Information contained involves specifics on the following:
 - 1. Shape and dimensional constraints
 - 2. Functions
 - 3. Functional speeds and controls
 - 4. Loading and load conditions
 - 5. Interlocks, safety and movement stops
 - 6. Power provisions
 - 7. Reliability and life values
 - 8. Expected usage
 - 9. Facility provisions and constraints
 - 10. Facility locations points and orientation
 - 11. Other applicable specification documents
 - 12. Applicable component specifications
 - 13. Compatibility with data/information and computer systems requirements.
- hh. Detail Subsystem and Item Design Control Drawings
 - i. Subsequent to finalization of system definition and layout, prepare Detail Subsystem and Item Design Control Drawings defining dimensional



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envelopes and relationships between subsystems, items and components. Also define the processing and control functions to be provided and acceptable method of accomplishing these functions. These include:

1. Mechanized Sortation Lines
2. Load/Unload Conveyors
3. Elevating Devices-Inclines, Declines, Slides, Chutes
4. High-speed Pushers/High Speed Diverters
5. Make-up Units/Laterals

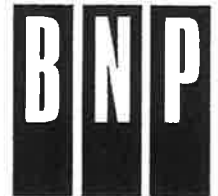
ii. Computer Control Specifications

- i. The Computer Control System and each of its hardware and software components will be contractually defined in a functional specification format. This will include the following considerations.
- ii. Design Philosophy
 1. Centralized versus de-centralized
 2. Host computers
 3. Programmable logic controllers (PLC)
- iii. Functions
- iv. Process control
- v. Operational Info/statistics
- vi. Flow control
- vii. Back-up system control
- viii. Maintenance diagnostics/statistics
- jj. Hardware
 - i. Process computer and PLC's
 - ii. Back-up
 - iii. Hot or Warm, or Cold
- kk. Peripherals
- ll. CRT's

6) BIDDING AND NEGOTIATING PHASE

- a. In the Bidding and Negotiations Phase, BNP shall provide that services necessary to assist the Client in obtaining competitive bids and in negotiating, preparing, and awarding contracts for system procurement and implementation.

7) CONSTRUCTION ADMINISTRATION



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- a. In this phase of the project, BNP shall provide that services necessary for the administration and monitoring of the construction contract as set forth in the Contract for Construction. The following descriptions shall apply to those services:
- b. Project Administration services consisting of construction contract administrative functions including:
 - i. Consultation
 - ii. Research
 - iii. Conferences
 - iv. Communications
 - v. Travel time
 - vi. Progress Reports
 - vii. Coordination of out-of-normal-sequence construction operations
 - viii. Coordination of multiple-prime construction contracts
 - ix. Coordination of work with the Project Team
 - x. Coordination with Project Architects/Engineering
 - xi. Contractor progress payment approvals.
 - xii. Coordination of delivery, construction, and installation efforts of EDS machines and other work applicable to the program. Coordination with TSA, EDS machine manufacturer, and installers (among others) will be required.
- c. Disciplines Coordination/Document Checking services consisting of construction contract administration activities for:
 - i. Coordination between the involved disciplines for the Project
 - ii. Review and checking of documents prepared for the Project
- d. Agency Consulting/Review/Approval services during the Construction Contract Administration Section relating to applicable laws, statutes regulations and codes of regulating entities relating to the Owner's interests during construction of the Project.
- e. Owner-supplied Data Coordination services consisting of activities relating to construction contract administration including:
 - i. Review and coordination of data furnished for the Project.
- f. Construction Administration/Supervision services consisting of but not limited to:
 - i. Processing of submittals, including receipt, review of, and appropriate action on Shop drawings, Product Data, Samples and other submittals required by the Contract Documents
 - ii. Distribution of submittals to Consultants, Construction Managers, Contractors and BNP field representative
 - iii. Maintenance of master file of submittals
 - iv. Related communications



- g. Inspection Coordination services relating to on-site inspection and testing agencies, consisting of:
 - i. Administrative and coordination of testing required by the Contract Documents
 - ii. Recommending scope, standards, procedures and frequency of testing and inspections
 - iii. Arranging for testing and inspection
 - iv. Evaluating compliance by testing and inspection agencies with required scope, standards, procedures and frequency
 - v. Evaluating compliance by testing and inspection agencies with required scope, standards, procedures and frequency
 - vi. Review of reports on inspections and tests and notifications to the Owner and Contractor(s) of observed deficiencies in the Work.

8) CONSTRUCTION MANAGEMENT AND SITE SUPERVISION

- a. Baggage System Inspection - In this phase of the project, BNP shall provide that services necessary for the administration and monitoring of the EDS certification testing as set forth in the Contract for Construction. The following descriptions shall apply to those services:
- b. Project Management Supervision services consisting of construction contract management functions including:
 - i. Consultation
 - ii. Research
 - iii. Conferences/Meetings
 - iv. Communications
 - v. Travel time
 - vi. Progress Reports
 - vii. Coordination of out-of-normal-sequence construction operations
 - viii. Coordination of work with the Project Team
 - ix. Coordination of delivery, construction, and installation efforts of EDS machines and other work applicable to the program. Coordination with TSA, EDS machine manufacturer, and installers (among others) will be required
- c. Disciplines Coordination/Document Checking services consisting of construction



contract management activities for:

- i. Coordination between the involved disciplines for the Project
- ii. Review and checking of documents prepared for the Project
- iii. Participation in the preparation of the Site-Specific Test Plan (SSTP), which will be written by the TSA and used for certification testing of the In-Line EDS
- iv. Certification testing supervision of all preparatory and internal testing by the BHS/EDS Contractor and the Owner
- v. Certification testing supervision of all pre-ISAT (Integrated Site Acceptance Testing) and ISAT activities

d. Systems Acceptance Testing

- i. Outlines of the scope of work for the Acceptance Testing Program are presented in the following paragraphs. The individual tasks will be completed in steps as individual subsystems become available for testing. BNP's involvement will include the coordination, assistance, and witnessing of the following testing activities:
 - 1. Overall Test/Acceptance Plans and Check Lists
 - 2. Develop an overall test and final acceptance plan consisting of the following sections:
 - 3. Inspection check lists for the testing related to TSA ISAT certification
 - 4. Operating test routines for individual items and subsystems related to the TSA ISAT certification
 - 5. Operating test data sheets to record test results related to the TSA ISAT certification
 - 6. Pre-Integrated Site Acceptance Testing (Pre-ISAT)
 - 7. The Pre-ISAT shall be comprised of running all tests in the Site-Specific Test Plan (SSTP) until they have been successfully completed.
 - 8. Witness the BHS Contractor's internal test in preparation for the TSA's representative(s) to witness the successful completion of all SSTP-required tests.
 - 9. Witness the BHS Contractor's successful demonstration of all SSTP tests for the TSA representative(s).
 - 10. Integrated Site Acceptance Testing (ISAT)
 - The ISAT shall be comprised of running all tests in the Site-Specific Test Plan (SSTP), as witnessed by the TSA's Independent Verification and Validation (IV&V) contractor.



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11. Witness the BHS Contractor's successful demonstration of all SST Pre-required tests for the TSA representative(s).

ii. Construction, Commissioning, and Testing

1. During the construction phase, BNP shall assist with the coordination of delivery, installation, and construction efforts by the BHS Contractor with the TSA and their EDS machine manufacturer. Any changes to the design that are required (via addendum) will be issued. Following the installation of EDS machines and integration with the conveyor system, the CBIS Integrated Site Acceptance Testing (ISAT) shall be performed by the TSA's Independent Verification and Validation (IV&V) contractor. The ISAT is preceded by pre-ISAT testing by the BHS Contractor and TSA's representatives to ensure that the system performs to acceptable standards. BNP will participate in the supervision of all tests to help ensure successful results.
2. Upon successful completion of all previous phases of the CBIS installation, BNP will be involved in the closeout processes of the project relating to the PGDS requirements, which includes obtaining official TSA approval of the CBIS for beneficial use/occupancy and submitting all as-built project documentation (which will be submitted by the BHS/EDS Contractor).



1) PROJECT TEAM

BNP intends to maintain a core staff to maintain continuity for the duration of the project. A summary of key personnel responsibilities, availability and utilization is as follows;

- David Mecartney, BNP Principal, involvement will be supervisory.
- Cal Trudeau, BNP Project Director, will act as the engineering specialist and continue as the overall project manager.
- Marius Nica, BNP Project Manager. He will be assisted by at least one full-time Project Engineer during site visits and testing/commissioning phase. He will oversee the Project Engineers who will be overseeing the Construction Administration tasks
- Mitch Ellingson, Specifications. He will take responsibility RFI responses participate in the construction administration coordination.
- Tony Lansing, Project Engineer. He is responsible for all Control System Design and Contract Administration.



2) PROJECT FEES AND EXPENSES –

Expenses will be invoiced at actual direct out-of-pocket costs. These include both the direct expenses and labor for site visits. BNP will make all efforts to minimize direct expenses.

Amarillo International Airport
Checked Recaptitalization Screening Design Services Screening Pr Recaptitalization 9400_9000 EDS
Baggage Handling & EDS Design Service: **Minimal Replacement with reduction in TSA Deliverables and Waiver of Detailed Design Submissions to TSA**
BNP Associates, Inc

Main Terminal 1
6-Apr-18
Does not include PGDS Vs CBRA Upgrades

	Rate	Pre-Design Design		30% Design Developme		100% Design Developm		Bidding		Const Admin		Testing and Commissi		Totals	
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
Principal	\$ 250.00	3	\$ 750	4	\$ 1,000	4	\$ 1,000	5	\$ 1,250	2	\$ 500	10	\$ 2,500	25	\$ 7,000
Project Director	\$ 208.00	30	\$ 6,270	30	\$ 6,270	30	\$ 6,270	20	\$ 4,180	40	\$ 8,360	20	\$ 4,180	140	\$ 35,530
Sr. PM	\$ 162.00	20	\$ 3,240	35	\$ 5,670	70	\$ 11,340	0	\$ -	40	\$ 6,480	80	\$ 12,960	225	\$ 39,690
Project Engineer	\$ 88.00	40	\$ 3,520	35	\$ 3,080	40	\$ 3,520	20	\$ 1,760	40	\$ 3,520	80	\$ 7,040	215	\$ 22,440
Designer	\$ 85.00	40	\$ 3,400	60	\$ 5,100	60	\$ 5,100	10	\$ 850	10	\$ 850	0	\$ -	140	\$ 15,300
Drafter	\$ 75.00	40	\$ 3,000	60	\$ 4,500	60	\$ 4,500	10	\$ 750	10	\$ 750	0	\$ -	140	\$ 13,500
Totals			\$ 20,180		\$ 25,820		\$ 31,730		\$ 8,790		\$ 20,460		\$ 26,680	685	\$ 133,460
Estimated Expenses			\$ 1,500		\$ 1,500				\$ 500		\$ 2,500		\$ 5,500		\$ 11,500
Totals			\$ 21,680		\$ 27,120		\$ 31,730		\$ 9,290		\$ 22,960		\$ 32,180		\$ 144,960

EXCLUSIONS:

- The above fees do not include on-site (full time) supervision.
- The above fees do not include a Dynamic Simulation (AVI) of the system
- Optimization of the existing Baggage Handling System for a complete redesign.



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	September 11, 2018	Council Priority	Public Safety
Department	Radio Communications		
Contact	Kevin Starbuck, Assistant City Manager		

Agenda Caption

CONSIDER APPROVAL OF THE COMMUNICATIONS SYSTEM AGREEMENT WITH HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

This agreement will authorize Highland Park Independent School District to operate on the City of Amarillo NEXGEN Radio Communications System with applicable infrastructure support fees assessed per the agreement.

Requested Action

Request City Council approve the Communications System Agreement; System Subscriber – Highland Park Independent School District. The agreement will ensure interoperability between the City of Amarillo and Highland Park Independent School District for day-to-day and emergency operations, enhancing overall coordination of the community response to crisis situations.

Funding Summary

Highland Park Independent School District will pay the City of Amarillo an annual Infrastructure Support Fee in the amount of \$20.00 per month, per subscriber radio or console and \$500.00 per year for each assigned talk-group on the radio communications system (currently no talk-groups are requested). Additional fees for OTAR services will be assessed as applicable. Revenue is estimated to be \$720 annually. Revenue will be used to offset annual maintenance and operating costs of the NEXGEN Radio Communications System.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the Communications System Agreement with Highland Park Independent School District.

COMMUNICATIONS SYSTEM AGREEMENT
SYSTEM SUBSCRIBER – HIGHLAND PARK ISD

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **City of Amarillo** (“**City**” or “**COA**”) acting herein by and through its duly authorized City Manager, and **Highland Park ISD** (“**USER**”), acting herein by and through its duly authorized Superintendent, individually referred to as a “party,” collectively referred to herein as the “parties.” The COA or City shall include all employees, directors, officers, agents, and authorized representatives. USER shall include all employees, directors, officers, agents, and authorized representatives.

RECITALS

WHEREAS, this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, City owns, operates, and maintains trunked voice radio systems for the purpose of providing public safety voice radio communications and is the sole license holder of the COA trunked voice radio systems with all privileges and responsibilities thereof.

NOW THEREFORE, City and **USER** agree as follows:

1. GRANT OF LICENSE

City hereby grants the **USER** specific permission to operate **USER**’s owned or leased field radio equipment or equipment attached and/or interfaced to the COA trunked voice radio system (the “radio system”) infrastructure in accordance with the specific details and requirements for use as set forth in “Exhibit A, Terms of Use,” which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.

2. TERM

This Agreement shall begin upon the last day executed by all authorized parties and shall continue in full force and effect unless terminated in accordance with the provisions set forth herein and in Exhibit A.

3. COMPENSATION

USER shall remit payment to City in the amount and manner set forth in Exhibit A.

4. LIABILITY

Each party agrees to be liable for any damages or loss that may be caused by its own negligence, omission or intentional misconduct. For purposes of this Section 4, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective party. Nothing in the performance of this Agreement shall impose any liability for claims against either party other than for claims for which the Texas Tort Claims Act may impose liability.

5. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that USER shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, USER shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. USER acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its employees, directors, officers, agents, and authorized representatives, and USER and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. USER further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the City and USER.

6. NON-APPROPRIATION OF FUNDS

City and USER will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party's governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

7. RIGHT TO AUDIT

USER agrees that the City shall, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the USER involving transactions

relating to this Agreement at no additional cost to the City. USER agrees that the City shall have access during normal working hours to all necessary USER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give USER reasonable advance notice of intended audits.

8. ASSIGNMENT

This Agreement is not assignable.

9. NO WAIVER

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, the neither COA nor USER waives or surrender any of its governmental powers or immunities.

11. AMENDMENTS

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing and signed by both parties.

12. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. CONFIDENTIAL INFORMATION

To the extent permitted by law, USER for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City, unless such disclosure is required by law, rule, regulation, court order, in which event USER shall notify the City in writing of such requirement in sufficient time to allow the City to seek injunctive or other relief to prevent such disclosure. USER shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City information in any way. USER shall notify the COA immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

14. FORCE MAJEURE

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state, county, or city government in accordance with applicable law.

15. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City of Amarillo
Attn: Kevin Starbuck, Assistant City Manager
P.O. Box 1971
Amarillo, TX 79105-1971
Facsimile: (806) 378-9394

Highland Park ISD
Attn: Jimmy Hannon, Superintendent
P.O. Box 30430
Amarillo, TX 79120
Facsimile: (806) 335-3547

With copy to the City Attorney
at same address

16. GOVERNING LAW / VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Potter County, Texas or the United States District Court for the Northern District of Texas – Amarillo Division. In any such action, each party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

17. 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.

18. ENTIRETY OF AGREEMENT

This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between City and USER as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. Any previously executed Communication System Agreement between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

19. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

EXECUTED IN MULTIPLE ORIGINALS on this the ____ day of _____, 20____.

CITY OF AMARILLO:

By: _____
Jared Miller
City Manager
Date: _____

ATTEST:

By: _____
Frances Hibbs
City Secretary

HIGHLAND PARK ISD:

By: _____
Jimmy Hannon
Superintendent
Date: 9/4/2018

ATTEST:

By: Lisa Messner
Lisa Messner
Business Manager

EXHIBIT A

CATEGORY 1, TERMS OF USE

The following definitions shall have the meanings set forth below and apply to this Agreement and the Terms of Use set forth herein:

DEFINITIONS

“Console System” shall mean all hardware and software associated with any dispatch console or set of consoles operated by the USER that are connected to the COA master site.

“Infrastructure Support Fee” shall mean the annual fee charged by COA to offset costs incurred by the COA in the operation and maintenance of the radio system.

“Interoperable Communications Plan” means the plan developed and established by COA to enhance and simplify radio communications among all agencies utilizing the COA public safety radio system or connecting its site repeater systems or console systems to the COA master site.

“Master Site” shall mean the hardware and software provided by COA as the core component of the Motorola Solutions ASTRO 25 radio communications system. All site repeater systems and console systems must connect to the master site.

“Over The Air Rekeying” (“OTAR”) shall mean the management and support of subscriber radio encryption keys via over-the-air, radio channel transmission.

“OTAR Administration Fee” shall mean the annual fee charged by COA to offset costs incurred by the COA in the management and support of subscriber radio encryption keys administered through the radio system’s OTAR functions.

“Over the Air Programming” (“OTAP”) shall mean the method of implementing programming changes to subscriber radios using the over-the-air data capabilities of the radio system.

“Private Call” shall mean a feature that reserves channel resources specifically for conversations between two subscriber radios.

“Site Repeater System” shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the COA master site.

“Subscriber Radio” shall mean a control station (desk top radio), mobile radio, or portable radio, which has a unique identification number and is programmed to operate on the COA trunked voice radio system.

“System Upgrade Agreement Fee” shall mean the annual fee charged by COA to offset cost incurred by the City from Motorola Solutions for the maintenance of the System Upgrade Agreement applicable to the master site, site repeater systems, and console systems.

“Talk Group” shall mean a specific group of subscriber radios allowed to communicate privately within that group over shared infrastructure resources.

TERMS OF USE

1. The COA shall provide and maintain the Motorola Solutions ASTRO 25 Master Site to which the USER’s equipment will connect. If the USER increases its number of equipment, the USER will incur all costs, if any, resulting from the expansion of capacity of the system and associated hardware and software required to accommodate the USER’s additions.

2. The COA shall execute with Motorola Solutions a System Upgrade Agreement for the System, every ASTRO 25 radio site connecting to the System, and all other hardware such as console systems that would be affected by the software upgrades. The USER is responsible for executing similar agreements for site repeater systems and/or console systems owned (or leased) and operated by the USER. Unless the USER is notified otherwise by COA, the radio system, site repeater systems, and console systems will be upgraded to the current level every two years. The USER will provide all reasonable coordination necessary for the upgrade of its site repeater systems and/or console systems. USER acknowledges that reductions in functionality may occur during the upgrade process.

3. The COA shall provide radio IDs for all radios and dispatch consoles owned and operated by the USER. USER must provide written authorization to the COA prior to the release of the USER’s radio IDs or any other information to a third party vendor or agency.

4. The acquisition, installation and maintenance of the USER’s console systems are the responsibility of the USER unless otherwise stated in this Agreement.

5. USER will be responsible for the acquisition, programming, and maintenance of all equipment USER will be utilizing in connection with the radio system infrastructure, including, but not limited to, subscriber radios, consoles, and special equipment.

6. In order to ensure hardware and software compatibility with the radio system infrastructure, all subscriber radios and consoles intended for use by USER on the radio system shall be compliant with Project 25 Phase II (TDMA) standards established by the Telecommunications Industry Association. The use of unauthorized radios on the radio system may result in suspended operation of the radios and/or termination of the Agreement.

7. The USER is responsible for providing all network connectivity and associated hardware and software necessary to connect its site repeater systems and console systems to the system. All costs associated with provision of connectivity will be borne by the USER.

8. USER agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of USER's radios. The use of short, broad spectrum, or "stubby," antennas is not recommended. USER shall be solely liable for coverage gaps in the event USER utilizes short broad spectrum or stubby antennas or other antennas not approved by the manufacturer for use with the specific models of USER's radios.

9. The COA is the holder of the FCC (Federal Communications Commission) license(s) that the radio system uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide USER with any rights whatsoever to the COA FCC license(s) or to the radio frequency spectrum used by the radio system.

10. The COA makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The USER is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for USER's equipment.

11. USER shall use due diligence in the maintenance and configuration of their subscriber radio equipment to ensure that no USER radio causes a degradation to system operation. The COA shall have the right to remove from operation any field radio unit or equipment owned by USER that is operating on, attached and/or interfaced to the COA infrastructure, if such equipment is found to cause interference or harm to the system in any way. The COA will make the USER aware of any subscriber radio equipment that is subject to being removed from the system prior to being removed except for severe circumstances. The COA reserves the right to request that USER operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility. The cost of such testing or repair will be the sole responsibility of USER. Furthermore, the COA shall have the right to deactivate, without prior notification to or consent of USER, any field radio suspected of causing interference, intentionally or unintentionally, to any other radios on the radio system or to the radio systems overall operation.

12. USER's radios may be used for voice radio communications over the radio system infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.

13. The COA will be responsible for managing infrastructure loading and demand. COA reserves the right, without notice to incumbent users, to enter into a similar agreement with other entities or to deny the addition of new subscriber radio equipment to any user of the radio system. The COA shall have sole discretion in determining whether to allow additional users or radios based on COA's determination of whether such addition to the radio system can be made without adversely impacting the radio system.

14. USER is prohibited from utilizing telephone interconnect on the radio system. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or USER's internal phone system(s) through a console patch into the radio system or to any subscriber radio on the radio system.

15. Due to the radio infrastructure resource allocations required by "Private Call," USER is not permitted to utilize "Private Call" on the radio system.

16. USER's utilization of data communications on the radio system will be limited to the radio system's OTAP functions. Performance of data communications over the radio system is not guaranteed. For programming changes involving more than ten subscriber radios, USER agrees to coordinate with COA prior to executing changes to minimize impact on other users and on the radio system.

17. The use of OTAR in association with subscriber radio encryption is prohibited without prior approval of COA. Administration of encryption keys will be performed exclusively by COA, unless otherwise agreed to in writing between the COA and USER. USER may utilize and administer other encryption methods as required.

18. The COA may provide USER with an Advanced System Key (ASK) for use with the USER's subscriber radios only. The ASK will be updated annually. USER will be responsible for safeguarding the security of the ASK to prevent theft and/or loss. USER agrees to notify COA immediately upon the theft or loss of the ASK.

19. COA will assign the USER talk group IDs unique to USER operation. All talk group names shall include a prefix unique to the USER's agency. No other agency will be authorized to use USER talk groups without the express written permission of USER, and a copy of such permission must be on file with the COA before such use may occur. The COA reserves the right to require certain talk group ID's to be programmed in USER radios. Additionally, the COA shall have the right to limit the number of talk group ID's to be used by USER and to disable talk groups ID's as it deems appropriate.

20. The COA will maintain a coordinated Interoperable Communications Plan to apply to COA and the users of its Radio System. USER agrees to participate in the Plan and include the Plan's interoperable talk groups in the programming of its subscriber radios and console systems.

21. Roaming to other systems or the use of USER's talk groups on other trunked systems that are interconnected to the radio system is prohibited without prior approval by COA. Roaming to other trunked systems will be limited to the radio system's interoperable talk groups, although this capability may be terminated by COA if its use is determined to result in performance degradation to either the radio system or the interconnected trunked system.

22. USER may utilize a Network Management Console (NMC) to manage its own environment. USER is responsible for acquiring and maintaining, at USER's sole cost, all components required to connect the NMC to the radio system. The USER's NMC must be partitioned in manner to limit access to USER's own environment only and to prevent USER from viewing, accessing, or making any changes to equipment that is not owned or leased by USER. The USER must ensure the NMC is located in a secure area. USB ports on the NMC must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. No other software applications may be utilized by the NMC.

23. USB ports on the USER's console systems must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. If required, all connectivity between the console systems and the radio system is the responsibility of the USER, including software, hardware and carrier services. Associated costs will be incurred by the USER. Unless otherwise approved by COA, connectivity will be achieved through local terrestrial circuit facilities. The use of other connectivity methods, including but not limited to microwave or fiber, must be approved by the COA. USER may incur additional costs from COA for other connectivity methods.

APPLICABLE FEES; TERMINATION; REFUNDS

24. USER shall pay the COA an annual Infrastructure Support Fee in the amount of \$20.00 per month, per subscriber radio or console and \$500.00 per year for each USER assigned talk-group. This fee is payable in advance on an annual basis for all active radio IDs and talk-groups issued to the USER at the time of the annual billing. Invoicing will occur on a pro-rata basis when new radio IDs or talk-groups are issued, and thereafter, at the beginning of each COA fiscal year. There will be no refunds or credits for radios or talk-groups removed from service during the fiscal year.

25. If the USER subscribes to OTAR services, the USER shall pay the COA an annual OTAR Administration Fee in the amount of \$3 per month, per subscriber radio. This fee is payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing. Invoicing will occur on a pro-rata basis when new radio IDs are issued, and thereafter, at the beginning of each COA fiscal year.

26. COA shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by COA in the operation or maintenance of the radio system. Any increase in applicable fees will be effective at the beginning of the next COA fiscal year. COA shall provide USER with 60 days' written notice of any intended fee increase, provided, however, that this notice period may be less than 60 days if Motorola Solutions provides COA with less than 60 days' notice of an increase in the System Upgrade Agreement Fee and such reduced notice period shall not impact USER's obligation to pay the increased fee.

27. Either party may terminate this Agreement upon ninety (90) days written notice. Additionally, the COA in its sole discretion shall have the right to deny USER access to the radio infrastructure and/or the right to terminate the Agreement immediately if USER fails to make full payment of invoiced system fees as referenced in paragraphs 24 and 25 within thirty (30) days after USER's receipt of written notice that payment of such fees is delinquent. Additionally, the COA further reserves the right to terminate this Agreement immediately, or deny access to USER, upon USER misuse of the system in a way that compromises the security or functionality of the system for the COA's purposes.

COMPLIANCE WITH LAWS

28. The USER shall comply with all current and future federal, state, and local laws, ordinances, and mandates, including FCC rules and regulations regarding proper use of radio communications equipment. The USER will also comply with the guidelines, or procedures set out in this agreement. Furthermore, the USER is responsible for enforcing such compliance by its employees, volunteers, or any individual operating USER subscriber radio equipment. Furthermore, the USER will be responsible for payment of any fines and penalties levied against the COA (as the licensee) as a result of improper or unlawful use of subscriber radio equipment owned by USER.

29. In order to comply with federal, state, and local laws and/ or mandates, the COA, as the licensee, may need to act on behalf of the USER regarding possible modifications, reconfiguration, or exchange of owned subscriber radio equipment in order to meet these obligations. For as long as this agreement is in force, the USER will allow the COA to facilitate such activities on USER's behalf as necessary.

[End of Document]



27

Amarillo City Council Agenda Transmittal Memo



Meeting Date	September 11, 2018	Council Priority	Civic Pride
Department	Women, Infants, and Children (WIC) Nutrition		
Contact	Margaret Payton, WIC Director		

Agenda Caption

CONSIDER APPROVAL OF THE FY2019 CONTRACT AMENDMENT FOR WOMEN, INFANTS, AND CHILDREN (WIC) NUTRITION PROGRAM SERVICES

Agenda Item Summary

This item is a contract amendment to provide an amount not to exceed \$1,517,760 of reimbursement from the State Department of Health and Human Services (HHSC) for WIC nutrition program services. The FY2019 contract period is from October 1, 2018 through September 30, 2019.

Requested Action

Request City Council approval of the FY2019 contract amendment for WIC nutrition program services in an amount not to exceed \$1,517,760.

Funding Summary

The HHSC WIC nutrition program services contract amendment for FY2019 is in an amount not to exceed \$1,517,760 for the grant period of October 1, 2018 through September 30, 2019. The current grant contract was effective on October 1, 2016 with a current total contract amount is \$4,629,625 through FY2019.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends City Council approval of the FY2019 contract amendment for WIC nutrition program services, authorizing City Management to execute contract documents.

**HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 2017-049839-001
AMENDMENT NO. 2**

The **HEALTH AND HUMAN SERVICES COMMISSION** (“**HHSC**” or “**System Agency**”) and **CITY OF AMARILLO** (“**Grantee**”), who are collectively referred to herein as the “**Parties**” to that certain Women, Infant and Children’s Nutrition Local Agency grant contract effective October 1, 2016 and denominated HHSC Contract No. 2017-049839-001 (“**Contract**”), as amended, now desire to further amend the Contract.

RECITALS

WHEREAS, the Department of State Health Services (“**DSHS**”) was an original party to the Contract;

WHEREAS, all functions associated with the Contract were transferred from DSHS to HHSC by operation of law in accordance with Senate Bill 200, 84th Legislature (requiring consolidation of the Health and Human Services System) and Texas Government Code Chapter 531;

WHEREAS, the Contract provides that DSHS may assign, pledge or transfer the Contract to another State agency (see Attachment B, Uniform Terms and Conditions, Section 9.06, Assignments);

WHEREAS, System Agency has elected to extend the Contract through Fiscal Year (“**FY**”) 2019 (October 1, 2018 through September 30, 2019) in accordance with Section III of the Contract.

WHEREAS, the Parties desire to revise the Budget to add funds for FY 2019;

WHEREAS; the Parties desire to revise the Statement of Work; and

WHEREAS, these revisions will result in an addition of **ONE MILLION FIVE HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$1,517,760.00)** in federal grant funds.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. All references in the Contract to “**DSHS**” are hereby changed to “**HHSC**”.
2. Section numbering in the Contract is hereby amended to reflect a sequential order.
3. **SECTION III** of the Contract, **DURATION**, is hereby amended to reflect a new termination date of September 30, 2019.
4. **SECTION IV** of the Contract, **BUDGET**, is deleted and replaced in its entirety with the following:

IV. BUDGET

The total amount of this Contract will not exceed **FOUR MILLION SIX HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$4,629,625.00)**, of which **\$1,568,445.00** is allocated to FY 2017 (October 1, 2016 through September 30, 2017),

\$1,543,420.00 is allocated to FY 2018 (October 1, 2017 through September 30, 2018) and **\$1,517,760.00** is allocated to FY 2019 (October 1, 2018 through September 30, 2019). All expenditures under the Contract will be in accordance with **Attachment A, Statement of Work**.

5. **SECTION I(H) of ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:
 - H. Conduct outreach to potential participants and implement strategies to retain existing participants.
6. **SECTION I(M) of ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:
 - M. Allow System Agency or its agent to configure all desktop, laptops, and tablets purchase with WIC funds for access to the Texas Integrated Network (“TXIN”) Management Information System (“MIS”) at all Grantee WIC clinics and administrative offices. Grantee will notify System Agency in writing not less than forty-five (45) days prior to the relocation of a site, and the deployment of a new site. Grantee is responsible for all desktop, laptops, and tablet maintenance and hardware support.
7. **SECTION I(N) of ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:
 - N. Grantee is required to immediately address, or facilitate internal access to all its clinics to the System Agency or its agent to facilitate the resolution of any issues restricting valid food benefit issuance to eligible WIC participants. Grantee is required to notify the System Agency of any issues resulting in the interruption of services for a period of four (4) hours or more.
8. **SECTION I(R) of ATTACHMENT A, STATEMENT OF WORK**, is amended by deleting it in its entirety and replacing it with the following:
 - R. Omitted.
9. **SECTION I(S) of ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:
 - S. Implement special projects according to System Agency-approved plan related to nutrition education, outreach or breastfeeding and submit any required deliverables in a format approved by System Agency. Funding for special projects is contingent upon availability and approval in writing by System Agency of the Grantee's plan for the special project.
10. **SECTION I(BB) of ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:
 - BB. Submit to System Agency or maintain the following deliverables in a format designated by System Agency:

1. Monthly WIC Local Agency Performance Measure Report submitted by the 15th calendar day of the following month; and
2. Monthly Extended Hours Summary Report submitted by the 15th calendar day of the following month.

11. **SECTION II(A) of ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:

A. Grantee shall ensure:

1. An average of 95% of families each quarter who participate in the WIC Program by receiving food benefits also receive nutrition education classes or individual counseling;
2. Each quarter an average of 20% or greater of all pregnant women who enter the WIC Program are certified as eligible;
3. Each quarter an average of 80% of clients who are enrolled in the WIC Program, excluding dual participants and transfer locked and/or migrant clients, participate as food benefit recipients each month (breast-feeding infants are also included in the client count); and
4. 100% of participants who indicate during the enrollment process for the WIC Program that they have no source of health care are referred to at least one (1) source of health care at certification of eligibility.

12. **SECTION III(A) of ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:

A. Grantee will request monthly payments using the State of Texas Purchase Voucher (Form 4116) at <https://hhs.texas.gov/laws-regulations/forms/4000-4999/form-4116-state-texas-purchase-voucher> and submit with any supporting documentation by electronic mail to System Agency at WicVouchers@hhsc.state.tx.us. Grantee shall indicate separately on the face of the State of Texas Purchase Voucher, the costs associated with nutrition education, breast-feeding, and other administrative costs.

13. **SECTION III(B) of ATTACHMENT A, STATEMENT OF WORK**, is amended by modifying and replacing it with the following:

B. Grantee will submit Financial Status Reports (“FSR”) by electronic mail to the System Agency at WicVouchers@hhsc.state.tx.us by the last business day of the month following the end of each quarter of the Contract term for review and financial assessment.

14. **SECTION III(D)(3) of ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:

3. Administrative costs will be reimbursed based on actual costs, but not to exceed the “maximum reimbursement” based upon the sum of the participants who were issued WIC EBT cards each month plus infants who do not receive any WIC EBT

cards whose breastfeeding mothers were participants to the extent that the total so derived does not exceed Grantee's total assigned caseload within any given month. Surplus funds (the amount by which maximum reimbursements exceed actual costs) can be accumulated and carried forward within the same fiscal year.

15. The Parties agree to revise the supplemental condition for **Section 2.03, Financial Status Reports (FSRs)** in **ATTACHMENT D, SUPPLEMENTAL AND SPECIAL CONDITIONS** to provide as follows:

Except as otherwise provided in these Uniform Terms and Conditions or in the terms of any Attachment(s) that is incorporated into the Contract, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable Fiscal Year.

16. The Parties agree to add the following supplemental condition to **ATTACHMENT D, SUPPLEMENTAL AND SPECIAL CONDITIONS**:

Section 4.03, Submission of Audit, of the Health and Human Services Commission Uniform Terms and Conditions – Grant, Version 2.13 is deleted and replaced in its entirety with the following:

4.03 Submission of Audit

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the System Agency as directed in this Contract and another copy to: single_audit_report@hhsc.state.tx.us.

17. **SECTION 1.16, Child Abuse Reporting Requirement** of **ATTACHMENT D, SUPPLEMENTAL AND SPECIAL CONDITIONS**, is deleted and replaced in its entirety with the following:

Section 1.16 Child Abuse Reporting Requirement

- a. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- b. Grantee shall comply with System Agency WIC Program Child Abuse policy.

18. This Amendment No.2 shall be effective as of May 1, 2018 or upon the date this Amendment is signed by both Parties, whichever occurs later.

19. Except as amended and modified by this Amendment No. 2 all terms and conditions of the Contract, as amended, shall remain in full force and effect.

20. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 2
HHSC CONTRACT NO. 2017-049839-001**

**HEALTH AND HUMAN SERVICES
COMMISSION**

CITY OF AMARILLO

By: _____

Name: Kevin Starbuck

Title: Assistant City Manager

Date of Execution: _____

Date of Execution: _____

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE
CONTRACT:**

ATTACHMENT A-1 FFATA

Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:																				
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:																				
ZIP Code: 9-digits Required www.usps.com <table><tr><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table>						-					DUNS Number: 9-digits Required www.sam.gov <table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>										
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State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits <table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					

Printed Name of Authorized Representative Kevin Starbuck	Signature of Authorized Representative
Title of Authorized Representative Assistant City Manager	Date

**Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION**

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;
Sally Tom:300000*

Provide compensation information here:



Certificate Of Completion

Envelope Id: BE2D62D516B140AE8DD7C96B92A58495		Status: Sent
Subject: Amending \$4,629,625; 2017-049839-001; City of Amarillo A-2: HHSC/WIC		
Source Envelope:		
Document Pages: 13	Signatures: 0	Envelope Originator: Texas Health and Human Services Commission 1100 W. 49th St. Austin, TX 78756 PCS_DocuSign@hhsc.state.tx.us IP Address: 167.137.1.14
Certificate Pages: 2	Initials: 0	
AutoNav: Enabled		
Envelopeld Stamping: Enabled		
Time Zone: (UTC-06:00) Central Time (US & Canada)		

Record Tracking

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
August 9, 2018	Commission	
	PCS_DocuSign@hhsc.state.tx.us	

Signer Events	Signature	Timestamp
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Greta Rymal	Completed	Sent: August 9, 2018
Greta.Rymal@hhsc.state.tx.us		Viewed: August 9, 2018
Texas Health and Human Services Commission		Signed: August 9, 2018
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kevin Starbuck		Sent: August 9, 2018
kevin.starbuck@amarillo.gov		Viewed: August 10, 2018
Assistant City Manager		
City of Amarillo		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Andy Marker		
Edward.Marker@hhsc.state.tx.us		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Karen Ray		
Karen.Ray@hhsc.state.tx.us		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Cecile Young		
cecile.young@hhsc.state.tx.us		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Amy FitzGerald amy.fitzgerald@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: August 9, 2018 Viewed: August 29, 2018
Cynthia Wright cynthia.wright@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: August 9, 2018 Viewed: August 9, 2018
Margaret Payton margaret.payton@amarillo.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: August 9, 2018
Pam Wells pam.wells@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	August 9, 2018
Payment Events	Status	Timestamps



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	September 11, 2018	Council Priority	
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Department	City Manager Michelle Bonner, Deputy City Manager
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Agenda Caption

ORDINANCE NO. _____ :

This is the first reading of an ordinance adopting the City of Amarillo budget for the 2018/2019 fiscal year. This budget allows for the City to continue providing effective public services, programs and assistance to Amarillo residents in the upcoming year.

Agenda Item Summary

This is the first reading of the ordinance adopting the City of Amarillo budget for the 2018/2019 fiscal year.

Requested Action

Council approval of the ordinance. The wording on the motion to approve the budget ordinance:

‘I move that we adopt the proposed budget which reflects an increase in revenue derived from property tax revenues over last year’s budget.’

A record vote is required for approval of the budget ordinance, with the name and vote of each member officially recorded.

Funding Summary

N/A

Community Engagement Summary

The City Council met on August 7th, 8th and 9th to review the proposed 2018/2019 budget. At the August 7th Council meeting, City Staff presented an overview of the proposed 2018 tax rate and required tax notices. On August 14, 2018 the City Council discussed the tax rate and approved a motion to consider a \$0.36838 property tax rate. On September 4, 2018 and September 11, 2018 Council held mandatory public hearings on the 2018 tax rate. (The property tax rate generates the amount necessary to fund the proposed 2018/2019 Budget.) On September 4, 2018 Council held a public hearing on the 2018/2019 budget.

Staff Recommendation

Staff recommendation is to approve the first reading of the ordinance adopting the City of Amarillo budget for the 2018/2019 fiscal year.

ORDINANCE NO. 7761

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2018, THROUGH SEPTEMBER 30, 2019, FOR THE CITY OF AMARILLO; APPROPRIATING MONEY FOR THE VARIOUS FUNDS AND PURPOSES OF SUCH BUDGET; AMENDING VARIOUS TERMS AND PROVISIONS OF THE AMARILLO MUNICIPAL CODE TO ADD, MODIFY, INCREASE, OR DELETE VARIOUS FEES AND RATES; CHAPTER 8-5, ARTICLE IV, CONCERNING CERTAIN ENVIRONMENTAL HEALTH FEES; CHAPTERS 12-1 AND 12-4 CONCERNING PARK AND RECREATION FEES; CHAPTERS 18-2, 18-3, AND 18-4, CONCERNING VARIOUS WATER AND SEWER RATES; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the municipal government of the City of Amarillo for the fiscal year October 1, 2018 through September 30, 2019 (hereafter, "fiscal year" or "FY") has been prepared by the City Manager of the City of Amarillo; and

WHEREAS, all public notices and hearings required by State law and the City Charter have been duly and legally advertised, published and conducted as required; and

WHEREAS, said budget has been filed with the City Secretary for more than fifteen (15) days immediately prior to the public hearing heretofore held upon said budget; and

WHEREAS, at the public hearing the financial condition, comparative expenditures as filed, and public comments were duly considered;

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

SECTION 1. That the budget as filed with the City Secretary of the City of Amarillo for the fiscal year of October 1, 2018 through September 30, 2019 (hereafter, "the fiscal year"), together with any amendments made upon motion, second, and majority vote during public hearings, is hereby approved, adopted and ratified as the Annual Budget for the City of Amarillo, Texas, for the fiscal year.

SECTION 2. That the number, classification, and designation of each position, as listed in the Annual Budget and incorporated herein by reference, is hereby created, established and adopted as the official plan for the classified service and unclassified service (managerial schedule and part-time schedule) of the City of Amarillo for the fiscal year. Any classified or unclassified position which is not listed in said Annual Budget is expressly found, after having been examined in budget work sessions to

be a surplus position and, in order to increase efficiency of providing service and to reduce expenditures, such position is hereby abolished. The number of authorized positions may be increased by subsequent action if grants or other revenue sources become available during the fiscal year to fund such position(s). On October 1, 2018, six (6) new patrolmen positions and five (5) new firefighter positions will be added to authorized positions.

SECTION 3. That in accordance with the annual personnel budget for the City, effective January 1, 2019, the City contribution rate to the Texas Municipal Retirement System will be 12.18%. Effective January 1, 2019, the City contribution rate to the Amarillo Firemen’s Relief and Retirement Fund will be 19.57%. Effective January 1, 2019, the City contribution rate towards the City’s Other Post Employment Benefits (OPEB) liability will be two point forty-three percent (2.43%). This does not change the amounts contributed by employees each payroll period.

SECTION 4. That, in accordance with the annual budget adopted for the Planning Department, Chapter 4-6, Article I, Section 4-6-3, of the Amarillo Municipal Code is hereby added to read as follows:

Sec. 4-6-3. Fees.

(a) Fees related to the processing of applicable permits and services described in this Chapter shall be set out as follows:

TABLE NUMBER ONE

	<i>Description</i>	<i>Fee</i>	<i>Technology Fee</i>
(1)	Right of Way (ROW) Permit Fee	\$260.00	\$10.00
(2)	ROW Re-inspection Fee	\$50.00	\$10.00
(3)	ROW No Permit Fee (per day)	\$500.00	\$10.00
(4)	Flood Plain Development Permit	\$200.00	\$10.00
(5)	Sidewalk Wavier –Commercial	\$800.00	\$10.00
(6)	Sidewalk Wavier –Residential	\$80.00	\$10.00
(7)	Street Name Change	\$660.00 + cost of sign	\$10.00
(8)	Drainage Report Application Fee	\$250.00	\$10.00
(9)	Drainage Report Fee (Per Acre	\$3.00	\$10.00
(10)	Notification Supplementary Fee	\$160.00	\$10.00
(11)	Construction Plan Review	1% of the total	\$10.00

		cost of the project.	
(12)	Construction Application Fee	\$250.00	\$10.00
(13)	Multiple Location per Permit Fee	\$100.00	

SECTION 5. That, in accordance with the annual budget adopted for Parks and Recreation Department, Chapter 12-4, Section 12-4-5, of the Amarillo Municipal Code is hereby amended to read as follows:

- (a) [NO TEXT CHANGE]
- (b) Golf cart rental fees (tax included):
 - 9 holes\ ~~\$14.00~~ 15.00
 - 18 holes\ ~~28.00~~ 30.00
- (c) – (g) [NO TEXT CHANGE]

SECTION 6. That, in accordance with the annual budget adopted for the Building Safety Department, Chapter 4-1, Article I, Division 5, Section 4-1-50, of the Amarillo Municipal Code is hereby amended to read as follows:

Sec. 4-1-50. - Plumbing permit fees.

- (a) [NO TEXT CHANGE]
- (b) (1)-(8) [NO TEXT CHANGE]
- (9) Wastewater Discharge Permit Fee \$85.00

SECTION 7. That Chapter 8-5, Article I, Section 8-5-1, of the Amarillo Municipal Code is hereby amended:

Sec. 8-5-1. - Definitions.

Director of Public Health: The manager of the Department of Public Health appointed by the Public Health Administrator and charged with implementing public health promotion and maintenance services; infectious disease control, isolation, quarantine, and prevention services; community health assessment, and public health education and information services for the Amarillo Bi-City-County Health District.

SECTION 8. That Chapter 8-5, Article I, Section 8-5-2, of the Amarillo Municipal Code is hereby amended

Sec. 8-5-2. - Adoption of State Law, Rules and Regulations.

(a) The following Chapters of the Texas Health and Safety Code and applicable administrative regulations as published by the Texas Department of State Health Services and the Texas Department of Licensing and Regulation, as such now exists and hereafter amended or re-codified, are hereby adopted by reference as if fully set out herein:

(1) Chapter 81 Communicable Diseases.

(2) Chapter 97 Subchapter A Control of Communicable Diseases.

~~(2)~~ (3) Chapter 228 Texas Food Establishment Rules.

~~(3)~~ (4) Chapter 341 Minimum Standards of Health and Sanitation (Section 341.001, § 341.011, § 341.014, § 341.061-.068 only).

~~(4)~~ (5) Chapter 342 Local Regulation of Sanitation (Section .001 and .021 only).

~~(5)~~ (6) Chapter 433 Meat and Poultry Inspection Act.

~~(6)~~ (7) Chapter 434 Public Health Provisions Relating to Production of Baked Goods.

~~(7)~~ (8) Chapter 438 Public Health Measures Relating to Food (Section .001-.035 only).

~~(8)~~ (9) The Texas Administrative Code, Chapter 285, On-site Sewage Disposal Rules as published by the Texas Commission on Environmental Quality as the same now exists or is hereafter amended are hereby adopted by reference as if fully set out herein.

~~(9)~~ (10) The Texas Administrative Code, Chapter 265, Subchapter L, Standards for Pools and Spas (Section 185-208).

~~(10)~~(11) The Texas Administrative Code, Chapter 265, Subchapter M, Public Interactive Water Features and Fountains

SECTION 9. That, in accordance with the annual budget adopted for the Environmental Health Department, Chapter 8-5, Article IV, Section 8-5-15, of the Amarillo Municipal Code is hereby amended to read as follows:

Sec. 8-5-15 Fees

(a) Environmental Health Fees.

(1) Food Establishments that are eating or drinking establishments; permit fees and renewal of fees are based on Occupancy Loads as established by the City Building Official and are as follows:

0 to 50 ~~\$258.00~~ 266.00

51 to 150 ~~\$361.00~~ 372.00

151 to 250 ~~\$464.00~~ 478.00

251 to 350 ~~\$567.00~~ 585.00

Over 350 ~~\$670.00~~ 691.00

2) Food Establishments where 50% or more of their business is for offsite consumption permit fees and renewal fees are based on square footage of the business and area as follows:

Square Feet

0 to 500~~\$258~~ 266.00

501 to 3,000~~\$361~~ 372.00

3,001 to 5,000~~\$464~~ 478.00

5,001 to 15,000~~\$567~~ 585.00

15,001 and Over~~\$670~~ 691.00

(3) Food Establishment permit fees for Caterers, Farmers Markets, Mobile Food Units (to include snow cone stands) ~~\$258.00~~ 266.00

(4) Food Establishment permit fees for schools and child care facilities ~~\$258.00~~ 266.00

~~(5) Produce Vendor 52.00~~

~~(6) (5) Food Establishment Application Fee for New, Change of Owner, Remodel, or Repair 26.00~~ 27.00

~~(7) (6) Food Establishment Plan Review and Inspection for New, Change of Owner, Remodel, or Repair 88.00~~ 91.00

~~(8) (7) Prepackaged Food Vendors less than 200 square feet of total food operation area are exempt from permit and fees.~~

~~(9) (8) TCS Vending Machine permit fees 103~~ 107.00 per unit.

(10) (9) Food Establishment Re-inspection Fee ~~78~~ 81.00, (2nd) 103.00, (3rd) 124.00 (4th)
155.00

- (11) (10) Duplicate copy of permit, registration, or *license* ~~26~~ 27.00
- (12) (11) Late Food Establishment Permit Fee ~~52~~ 54.00, after 30 days 103.00
- (13) (12) Application fee for New and Change of Owner for *Liquor License* ~~26~~ 27.00
- (14) (13) Late Renewal fee of *Liquor License* ~~26~~ 27.00
- (15) 14 Application fee for New and Change of Owner for Beer and Wine *License* ~~26~~ 27.00
- (16) (15) Late Renewal fee for Beer and Wine *License* ~~26~~ 27.00
- (17) (16) Environmental Inspection of a child care facility or group home ~~52~~ 54.00
- (18) (17) Temporary Food Establishment permit per day per booth. *Licensed* caterers must obtain a Temporary Food Establishment permit but are exempt from fees.

# of Booths	Large Events (21 booths or greater)	Small Events (20 booths or less)
0-5	X	\$26 <u>27.00</u>
6-12	X	\$21 <u>22.00</u>
13-20	X	\$16 <u>17.00</u>
21-40	\$21 <u>22.00</u>	X
41-80	\$16 <u>17.00</u>	X
81 or more	\$11 <u>12.00</u>	X

- (19) (18) Certified Food Manager annual registration ~~42~~ 44.00.
- (20) (19) Late Certified Food Manager annual registration ~~11~~ 12.00
- (21) (20) Certified Food Manager Certification (course and exam) ~~155~~ 60.00 per person.
- (22) (21) Food Handler Certification (course and exam) ~~21~~ 22.00 per person.
- (23) (22) Water sample collection ~~42~~ 44.00.
- (24) (23) OSSF - Primary Treatment ~~systems for single family dwellings~~ ~~258~~ 400.00
- (25) ~~OSSF—Primary Treatment systems for multi-family dwellings~~ ~~289.00~~
- (26) ~~OSSF—Advanced Treatment systems (secondary treatment or greater)~~ ~~309.00~~
- (27) (24) OSSF - Existing system inspection ~~155~~ 60.00
- (28) (25) OSSF - Re-inspection fee ~~78~~ 81.00

- (29) (26) (Annual permit (year round usage) for Public pools and spas, PIWF; Semi-public pools, spas, PIWF ~~2062~~13.00 or, if more than one (1) at the same property, then \$~~525~~4.00 for each unit after the first. Fees will not be pro-rated. Permits are non-transferable.
- (30) (27) Seasonal permit (Operating less than 9 months of the permit year) for Public pools, spas. PIWF: Semi-public pools, spas, PIWF ~~1031~~07.00 or, if more than one (1) at the same property, then \$~~525~~4.00 for each unit after the first.
- (31)(28) Re-inspections to re-open a closed pool: \$~~528~~1.00. Every effort will be made to re-inspect the same day of notification that the violation(s) has been corrected. Re-inspections of closed pools will be made within one (1) working day. A re-inspection fee for code compliance may be required on the 2nd re-inspection.
- (32) (29) Late fees for annual public pool permits will be \$~~525~~4.00 and for seasonal permits will be \$~~262~~7.00.
- (33) (30) Cost per seat in the Certified Pool Technician course will be \$~~1293~~3.00 for the initial 2-day course and exam. A one (1) day refresher course with exam will be offered for \$~~525~~4.00 per seat for those who have taken the initial course with the City. Payments must be made in advance and are non-refundable.
- (34) (31) Application and plan review for new construction, modification, change of owner, or repair of a public swimming pool, spa, or PIFW: \$~~52.5~~4.00
- (35)(32) A Technology Fee of \$10.00 will apply to all applications excluding environmental health applications, temporary event applications and water samples.
- (35)(33) All Environmental Health fees will increase annually by 3% or consumer Price Index (CPI), whichever is greater.
- (37)(34) Merchant card service charge.....2.5%
- (35) Food Handling & Daycare (Outside City Limits).....\$50.
- (36) Sewage Disposal Peremits.....\$400.
- (37) Retail Food Permits (outside city limits).....\$50.00
- (38) Grease Trap Technology Fee.....\$10
- (39) Outside City Limits.....\$50.00

SECTION 10. That, in accordance with the annual budget adopted for the Parks and Recreation Department, Chapter 12-1, Article I, Section 12-1-4, of the Amarillo Municipal Code is hereby added to read as follows:

Sec. 12-1-4. – Warford Activity Center.

a. Visit and Membership Fees

	<u>Youth</u>	<u>Adult</u>	<u>Senior</u>	<u>Family</u>
<u>Day Visit</u>	<u>\$3.00</u>	<u>\$5.00</u>	<u>\$3.00</u>	
<u>Monthly Membership</u>	<u>\$15.00</u>	<u>\$20.00</u>	<u>\$15.00</u>	<u>\$60.00</u>
<u>Annual Membership</u>	<u>\$150.00</u>	<u>\$200.00</u>	<u>\$150.00</u>	<u>\$600.00</u>

b. After school activity fee (fee is in addition to any applicable fees as described in this Section):

<u>Member</u>	<u>\$20</u>
<u>Non-member</u>	<u>\$30</u>

c. Room Rental Fees (Operational hours) (1 hour minimum)

<u>Multi-Use Rooms</u>	<u>\$20.00 per hour</u>
<u>Kitchen</u>	<u>\$15.00 per hour (available only with Room Rental)</u>
<u>Gym</u>	<u>\$20.00 per hour – Half Court</u>

d. Room Rental Fees (Non-Operational hours) (2 hour minimum)

<u>Multi-Use Rooms</u>	<u>\$25.00 per hour</u>
<u>Kitchen</u>	<u>\$15.00 per hour (available only with Room Rental)</u>
<u>Gym</u>	<u>\$25 per hour –Half Court</u>

	<u>\$40.00 per hour – Full Court</u>
--	--------------------------------------

e. Other Facility Use Fees

<u>Pool</u>	<u>\$100 per hour (includes outdoor patio)(seasonal)</u>
<u>Grill</u>	<u>\$10 per hour (only with Room/Pool Rental)</u>
<u>Rental Deposit</u>	<u>\$50.00 (refundable)</u>

SECTION 11. Chapter 12-1, Article I, Section 12-1-5, of the Amarillo Municipal Code is hereby added to read as follows:

Sec. 12-4-5. – Other Facilities Rental.

<u>Stage with Electricity</u>	<u>\$75</u>
<u>Small shelter without Electricity</u>	<u>\$30</u>
<u>Small shelter with Electricity</u>	<u>\$40</u>
<u>Large shelter without Electricity</u>	<u>\$50</u>
<u>Large shelter with Electricity</u>	<u>\$60</u>
<u>Gazebo with Electricity</u>	<u>\$60</u>

Secs. 12-1-4 ~~6~~—12-1-10. - Reserved.

SECTION 12. That Chapter 8-3, Article IV, Division 2, Section 8-3-92 and 8-3-93, of the Amarillo Municipal Code are hereby amended to read as follows:

Sec. 8-3-92. - Residential collection and disposal.

(a) Residential collection and disposal charges shall be set out as follows:

TABLE NUMBER ONE

Type/Description Monthly Charge

- (1) One-Family Residence ~~\$15.40~~59
- (2) Two-Family Residence with 1 water meter ~~30.80~~31.18

- (3) Three-Family Residence with 1 water meter ~~46.20~~ 46.77
 - (4) Four-Family Residence with 1 water meter ~~61.60~~ 62.36
 - (5) Two-Family Residence, each unit on separate water meter, each unit ~~15.40~~ 15.59
 - (6) One-Family Residence and single apartment on 1 water meter ~~30.80~~ 31.18
 - (7) One-Family Residence and single apartment on 1 water meter, each unit ~~15.40~~ 15.59
 - (8) One-family unit or single-family unit, without alley entrance, where it is necessary to carry out municipal solid waste for more than ten feet but less than 50 feet from the curb, each unit \$37.00
 - (9) One-family unit or single-family unit, without alley entrance, where it is necessary to carry out municipal solid waste for more than 50 feet but less than 100 feet from the curb, each unit \$46.00
 - (10) One-family unit or single-family unit, without alley entrance, where it is necessary to carry out the municipal solid waste more than 100 feet from the curb but less than 150 feet, each unit \$54.00
 - (11) Where adjustments to the carry out rate may be necessary, the Solid Waste Superintendent will make case by case determinations of the need and the appropriate rates.
 - (12) One additional curbside container may be provided at no charge to customers requiring more capacity than that provided by one container. Each additional container, beyond the first two, shall be charged for at a rate that is one half of the standard rate as listed in Sec. 8-3-92(a)(1).
- (b) Within the City, the Residential collection and disposal charge shall be paid to the City of Amarillo and shall be mandatory of all owners or occupants with four or less Family Residences.

Sec. 8-3-93. - Commercial collection and disposal.

(a) *Table of charges.* Commercial collection and disposal charges shall be based on the size, type and number of containers and frequency of service established for such commercial collection. The monthly charges per container for commercial collection are as set out below:

TABLE NUMBER TWO
Monthly Charge Per Container

		Container Pickups Per Week
--	--	----------------------------

		Not More Than				
	Container Volume (In Cu. Yds.)	2	3	4	5	6
	Single container charge:					
	3	\$63.73 <u>64.53</u>	87.17 <u>88.26</u>	115.39 <u>116.84</u>	143.62 <u>145.42</u>	171.84 <u>173.99</u>
	4		146.91 <u>148.75</u>			290.85 <u>294.50</u>
	6	107.66 <u>109.01</u>	159.88 <u>161.88</u>	212.00 <u>214.65</u>	264.43 <u>267.74</u>	316.52 <u>320.48</u>
	8	116.39 <u>117.85</u>	172.84 <u>175.00</u>	229.29 <u>232.16</u>	285.73 <u>289.30</u>	342.18 <u>346.46</u>

(b) – (g) [NO TEXT CHANGE]

SECTION 13. That, in accordance with the annual budget adopted for the Animal Management and Welfare, Chapter 8-2, Article I, Division 2, Section 8-2-4, of the Amarillo Municipal Code is hereby amended to read as follows

Sec. 8-2-4. - Fees.

(a) - (b) [NO TEXT CHANGE]

(c) *Other fees:*

(1) - (5) [NO TEXT CHANGE]

~~(6)~~ Euthanasia:

~~_____~~ a. Cats 10.00
~~_____~~ b. Dogs 10.00
~~_____~~ 11-25 lbs\15.00
~~_____~~ 26-50 lbs\20.00
~~_____~~ 51 lbs and up\25.00

~~(7)~~ (6) Small Animal trap, deposit (refundable upon timely return) \$90.00

~~(8)~~ (7) Vaccination at intake, Animal medical treatment:

a. Vaccination (therapeutic or prophylactic), immunization fee (or actual cost whichever is more) 5.00

b. The owners of animals at the shelter requiring veterinarian services shall be charged the cost of the veterinarian fees.

(8) Surrender Fee.....\$20.00

(9)	Adoption Fee - Canine	\$35.00
	Adoption Fee – Feline.....	\$25.00

(d) [NO TEXT CHANGE]

SECTION 14. That, in accordance with the annual budget adopted for the Utility Division, the water rates and charges in Chapter 18-2, Article III, Section 18-2-57 of the Amarillo Municipal Code are hereby amended in part to read as follows:

(a) The following minimum monthly meter service charges include the first three thousand (3 (3,000) gallons consumption:

Meter Size (inches)	Size Code	Water Rate 1 Inside City	Water Rate 2 Outside City
5/8 or ¾	A	\$13.91 <u>14.33</u>	\$ 20.87 <u>21.49</u>
1	B	18.67 <u>19.23</u>	28.01 <u>28.85</u>
1 ½	C	23.92 <u>24.64</u>	35.89 <u>36.97</u>
2	D	37.17 <u>38.29</u>	55.76 <u>57.43</u>
3 or FH Meter	L, H, X	136.74 <u>140.84</u>	205.11 <u>211.27</u>
4	E, Y	173.53 <u>178.74</u>	260.30 <u>268.11</u>
6	F A	259.46 <u>267.25</u>	389.20 <u>400.88</u>
8 or larger	G, J, K, M, W	357.71 <u>368.45</u>	536.57 <u>552.67</u>

(b) In addition to the monthly meter charge set forth in subsection (a) above, the following shall apply to the amount of water used in excess of three thousand (3000) gallons per month:

TABLE INSET:

<i>Quantity (gallons)</i>	Inside City per 1,000 Gallons	Outside City per 1,000 Gallons
<i>Residential:</i>		
0 -- 3,000	Minimum Charge	Minimum Charge
3,001 --10,000	\$ 2.48 <u>2.56</u>	\$ 3.72 <u>3.84</u>
10,001-30,000	3.25 <u>3.34</u>	4.87 <u>5.02</u>
30,001 – 50,000	4.81 <u>4.95</u>	7.21 <u>7.43</u>
Over 50,000	5.46 <u>5.63</u>	8.20 <u>8.45</u>

TABLE INSET:

<i>Commercial / Industrial:</i>		
0 -- 3,000	Minimum Charge	Minimum Charge
Over 3,000	\$ 2.83 <u>2.92</u>	\$ 4.25 <u>4.38</u>

TABLE INSET:

<i>Irrigation (all service groups)</i>		
0 -- 3,000	Minimum charge	Minimum charge
3,001 – 10,000	\$2.83 <u>2.92</u>	\$ 4.25 <u>4.38</u>
10,001 – 30,000	3.25 <u>3.34</u>	4.87 <u>5.02</u>
30,001 – 50,000	4.81 <u>4.95</u>	7.21 <u>7.43</u>
Over 50,000	5.46 <u>5.63</u>	8.20 <u>8.45</u>

SECTION 15. That, in accordance with the annual budget adopted for the Utility Division, the waste water rates and charges in Chapter 18-3, Article IV, Section 18-3-73 and Section 18-3-74 of the Amarillo Municipal Code are hereby amended in part to read as follows

Meter Size (inches)	Charge for the first 3,000 gallons
5/8 or ¾	\$15.75 <u>16.23</u>
1	16.27 <u>16.76</u>
1½	16.70 <u>17.20</u>
2	18.13 <u>18.67</u>
3	20.50 <u>21.11</u>
4	29.96 <u>30.86</u>
6	44.09 <u>45.41</u>

8 or larger	58.28 <u>60.02</u>
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(2) For usage in excess of three thousand (3,000) gallons a monthly service charge shall also be charged to all Residential users in the amount of ~~one dollar and eighty-two cents (\$1.88)~~ one dollar and ninety-three cents (\$1.93) per one thousand (1,000) gallons of water used over the initial allotment of 3,000 gallons. The service charge for all Commercial and Industrial users shall be ~~two dollars and four cents (\$2.04)~~ two dollars and ten cents (\$2.10) per one thousand (1,000) gallons over the initial allotment, unless the Wastewater is metered in which case the service charge shall be ~~two dollars and twenty-five cents (\$2.25)~~ two dollars and thirty-two cents (\$2.32) per thousand over the initial allotment as more specifically set forth hereinafter.

a. – d. [NO TEXT CHANGE]

(3) [TEXT UNCHANGED]

(4) [TEXT UNCHANGED]

Sec. 18-3-74. Rates beyond corporate limits.

(1) [NO TEXT CHANGE]

(2) A monthly service charge shall also be charged to residential Users outside the corporate limits in the amount of ~~two dollars and eighty-two cents (\$2.82)~~ two dollars and ninety-one cents (\$2.91) per one thousand (1,000) gallons of water used over the initial allotment of 3,000 gallons. The service charge for all Commercial and Industrial users outside the corporate limits shall be ~~three dollars and six cents (\$3.06)~~ three dollars and fifteen cents (\$3.15) per one thousand (1,000) gallons over the initial allotment of 3,000 gallons, unless the wastewater is actually metered, in which case the service charge shall be three dollars and ~~thirty-seven cents (\$3.37)~~ forty-seven cents (\$3.47) or as contracted.

SECTION 16. That, in accordance with the annual budget adopted for the Utility Division, the waste water rates and charges in Chapter 18-3, Article IV, Section 18-3-77 of the Amarillo Municipal Code are hereby amended in part to read as follows

Sec. 18-3-77. - Disposal charges for liquid waste disposal.

(a) A disposal charge of ~~fifteen dollars (\$15.00)~~ thirty-five dollars (\$35.00) per each one thousand (1,000) gallons of tank capacity or fraction thereof will be assessed each time that Wastes as described in this article are deposited.

SECTION 17. That, in accordance with the annual budget adopted for the Utility Division, drainage fees in Chapter 18-4, Article II, Section 18-4-14 of the Amarillo Municipal Code are hereby amended in part to read as follows:

(a) – (f) [NO TEXT CHANGE]

(g) The following ERU monthly billing rate is hereby established and shall be used to calculate the total monthly Drainage Utility Charge for all property located in the City, both residential and commercial, in accordance with the applicable formula established in this subsection: ERU rate = ~~2.61~~71per ERU per month.

(h) – (j) [NO TEXT CHANGE]

SECTION 18. That should any part, portion, section, fee, charge, or expenditure enacted by or contained within either this ordinance or the budget that it adopts, be declared inoperative, unconstitutional, invalid, or void for any reason by a court of competent jurisdiction, then such decision, opinion, or judgment shall in no way affect the remaining portions, parts, sections, fees, charges, or expenditures of either this ordinance or the budget, which remaining provisions shall be and remain in full force and effect.

SECTION 19. That all ordinances, resolutions, and appropriations for which provisions have heretofore been made are hereby expressly repealed to the extent of any conflict with the provisions of this ordinance.

SECTION 20. That the City Manager is authorized to approve transfers between line items in any departmental budget and to make transfers between funds within the budget which will neither decrease a program or service adopted in said budget, nor increase expenditures over the total amount of expenditures approved in said budget, in order to meet unanticipated expenditures within any department, program, or service.

SECTION 21. That this ordinance shall be effective on and after its adoption; provided, however, that the Annual Budget adopted herein, along with fees and charges established herein, shall

be effective on October 1, 2018, unless a different effective date is specified for a particular Section hereof.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the 11th day of September, 2018; and PASSED on Second and Final Reading the 18th day of September, 2018.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM

Bryan McWilliams, City Attorney

DRAFT



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	September 11, 2018	Council Priority	
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Department	City Manager Michelle Bonner, Deputy City Manager
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Agenda Caption

ORDINANCE NO. _____ :

This is the first reading of an ordinance approving the City of Amarillo tax roll, setting an ad valorem property tax rate and levying a tax on all property subject to taxation within the City for the 2018 tax year. This ordinance establishes an ad valorem tax rate of \$0.32698 per \$100.00 property valuation for City maintenance and operations expenses and \$0.04140 per \$100.00 property valuation for existing debt expenses resulting in a total ad valorem rate of \$0.36838 per \$100.00 property valuation.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 1.80 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.00.

Agenda Item Summary

This is the first reading of the ordinance adopting the City of Amarillo tax rate for the 2018/2019 fiscal year.

Requested Action

Council consideration and approval of the ordinance. The wording on the motion to approve the tax rate ordinance: (Per Texas Tax Code, is required only on the 2nd/final reading; that is:..."on the vote...setting the tax rate." City Attorney recommendation is to use this language on both readings of the ordinance.)

"I move that the property tax rate be increased by the adoption of a tax rate of \$0.36838, which is effectively a 1.80 percent increase in the tax rate."

A record vote is required for approval of the tax rate ordinance, with the name and vote of each member officially recorded, and must be approved by at least 60 percent of the members of the governing body

Funding Summary

N/A

Community Engagement Summary

The City Council met on August 7th, 8th and 9th to review the proposed 2018/2019 budget. At the August

Amarillo City Council

Agenda Transmittal Memo



7th Council meeting, City Staff presented an overview of the proposed 2018 tax rate and required tax notices. On August 14, 2018 the City Council discussed the tax rate and approved a motion to consider a \$0.36838 property tax rate. On September 4, 2018 and September 11, 2018 Council held mandatory public hearings on the 2018 tax rate. (The property tax rate generates the amount necessary to fund the proposed 2018/2019 Budget.) On September 4, 2018 Council held a public hearing on the 2018/2019 budget.

Staff Recommendation

Staff recommendation is to approve the first reading of the ordinance adopting the City of Amarillo tax roll, setting an ad valorem property tax rate and levying a tax on all property subject to taxation within the City for the 2018 tax year.

ORDINANCE NO. 7762

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING TAX ROLL; SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF AMARILLO FOR THE TAX YEAR 2018; ESTABLISHING AN EFFECTIVE DATE; REPEALING CONFLICTING ORDINANCES.

WHEREAS, the Chief Appraisers of the Potter and Randall Counties Tax Appraisal Districts have prepared and certified the appraisal roll for the City of Amarillo, Texas, said roll being that portion of the approved appraisal roll from each Tax Appraisal District which lists property taxable by the City of Amarillo within each respective county; and

WHEREAS, the Chief Appraisers of the Potter and Randall Counties Tax Appraisal Districts have performed the statutory calculations required by Section 26.04 of the Texas Property Tax Code and has submitted said rates to the City Council of said City prior to its adoption of this ordinance; and,

WHEREAS, the City has published the effective tax rate, the rollback tax rate, and other information as allowed or required by the Texas Local Government Code, and has fulfilled all other requirements for publication and postings as required by law, in a manner designated to call to the attention of all residents of said City; and,

WHEREAS, the City Council has complied with all applicable posting, hearing, filing, and meeting requirements of Texas law prior to the setting of the tax rate for 2018; and

WHEREAS, a quorum of the City Council is present in a regular meeting open to the public; NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS:

SECTION 1. That the appraisal roll with the amount of tax calculated thereon by the Tax Assessor Collectors of Potter and Randall Counties is hereby approved.

SECTION 2. That for the year 2018, there is hereby levied on all of the property located in the City of Amarillo, Texas, on the first day of January, 2018, and not exempted from taxation by the Constitution and Statutes of the State of Texas, an ad valorem tax of \$0.04140 for debt expenses plus \$0.32698 for maintenance and operation expenses (total of \$0.36838, per \$100.00 valuation of all such property to provide revenue for carrying on the City Government and the current expenses thereof. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 1.8% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.00.

SECTION 3. Monies collected pursuant to this ordinance shall be expended in accordance with the ordinance adopting the City of Amarillo budget for fiscal year 2018-2019, and any monies collected which are not specifically appropriated shall be deposited in the general fund.

SECTION 4. All ordinances or parts thereof that conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the 4th day of September, 2018 upon a voice roll call vote as follows:

Mayor Ginger Nelson	_____
Councilmember Place 1 Elaine Hays	_____
Councilmember Place 2 Freda Powell	_____
Councilmember Place 3 Eddy Sauer	_____
Councilmember Place 4 Howard Smith	_____

and PASSED on Second and Final Reading the 11th day of September, 2018 upon a voice roll call vote as follows:

Mayor Ginger Nelson	_____
Councilmember Place 1 Elaine Hays	_____
Councilmember Place 2 Freda Powell	_____
Councilmember Place 3 Eddy Sauer	_____
Councilmember Place 4 Howard Smith	_____

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	September 11, 2018	Council Priority	Transportation Systems
Department	Amarillo City Transit (ACT)		
Contact	Marita Wellage-Reiley/Brianna Mills		

Agenda Caption

PUBLIC HEARING - CONSIDER ADOPTION OF THE TRANSIT ASSET MANAGEMENT PLAN (TAMP)

Agenda Item Summary

In May 2018, City Council authorized the City Manager to set performance targets to be used in the preparation of an asset management plan that describes the physical assets funded with federal assistance. The TAMP describes the existing condition and the strategy for preserving Amarillo City Transit (ACT) assets and is required as a condition of federal funding. ACT incorporated the adopted performance targets in preparation of the FY18/19 budget request. The TAMP covers four years, and will be updated at least every two years, or as needed. The TAMP includes:

1. An inventory for all assets used in the provision of public transportation.
2. A condition assessment of capital assets.
3. A management approach to preserve and replace assets.
4. Investment prioritization to accomplish the management targets.

This plan must be approved by October 1, 2018 to be in compliance with requirements.

Requested Action

Request Council Conduct a Public Hearing and Adopt the ACT Transit Asset Management Plan.

Funding Summary

Funding to implement TAMP will come from the annual Federal, State and Local capital and operating funds.

Community Engagement Summary

Amarillo City Transit published a notice of the public hearing and made the Draft Final Plan available for review on line and at the Transit Operations Facility located at 801 S.E. 23rd Ave. on the ACT Route 33.

Staff Recommendation

Staff recommends approval of Transit Asset Management Plan.

Amarillo City Transit

Transit Asset Management Plan

October 1, 2018



Acknowledgments

Amarillo City Transit Administrative Staff

Marita Wellage-Reiley, Transit Director & Accountable Executive

Chris Quigley, Assistant Transit Director

Chris Foster, Shop Foreman

Brett Lawler, Fixed Route Supervisor

Alan Terry, Spec-Trans Supervisor

Brianna Mills, Management Analyst

Revision History

Agency Name:

Amarillo City Transit

Accountable Executive:

Marita Wellage-Reiley, Transit Director

Original Effective Date:

10/1/18

Last Modified By (Name):		Last Modified (Date):
Brianna Mills, Management Analyst		8/29/18

Mission

To provide the Safe, Reliable and Cost Effective Public Transportation services valued by Users, Non-users and Community Leaders.

Introduction

Amarillo City Transit (ACT) is a small urban local government transit agency within the panhandle of Texas. ACT has a total 67 staff responsible for daily operations. Beginning in the summer of 2018, ACT will begin the implementation of their Master plan, operating 16 fixed route vehicles and providing service for 12 fixed routes. In addition, ACT provides a flex route in the medical district. ACT operates a maximum of 8 buses to operate Spec-Trans, their paratransit division. Public transportation services are available from 6:00 am until 7:00 pm, Monday through Saturday. ACT's service area is within the city limits of Amarillo west of Lakeside Drive. ACT operates 30 revenue vehicles that have a radio, security cameras that record audio and video, a wheelchair lift, two forward facing wheelchair securement areas, similar seating capacity and perimeter seating.

Vision for the TAM Plan

ACT hopes to achieve an efficient and effective methodology for keeping our assets in a state of good repair, thus providing reliable and efficient service. Also, ACT hopes to maintain vehicles in good working condition at all times minimizing the likely hood of road calls and missed trips. With the utilization of this Transit Asset Management Plan, Amarillo City Transit will have the opportunity to improve our resource allocation methods to ensure sustainability of its assets. This plan will allow for better decision making based upon more quantitative information, while still utilizing a qualitative approach.

Broader goals for the utilization of this plan include to be more cost efficient in our procurement of vehicles and improving the transit fleet to provide an enhanced customer experience. As well as keeping facilities in a constant state of good repair, to provide a suitable environment for customers and overall appearance and view of ACT. Amarillo City Transit would also like to increase productivity while reducing cost and find more innovative ways to achieve future growth and improve stakeholder communication.

TAM Goals and Objectives

Provide quality service

To provide quality service short term, ACT plans to replace six buses that have surpassed their ULB, replace one maintenance truck that has surpassed its ULB, and purchase one to two

support vans. One way the purchase of the new buses will provide for better service is the elimination of the use of lifts to load wheel chairs, instead there will be a ramp which will minimize the time spent to board wheel chairs and increase safety. To provide quality service long-term, ACT plans to eventually replace all fixed route cutaways with traditional 35 foot buses. The replacement of the maintenance service truck will increase the quality of service provided because it will be a more efficient means to respond to road call when needed in an effort to keep buses safely in operation.

Increase safety

To increase safety, ACT will improve and increase safety training and awareness. In addition, the purchase of the new traditional buses will enhance safety because as stated above there will not be any use of lifts, instead ramps will be used. Also, in an effort to continually increase safety, ACT will continue to implement safety best practices throughout the department.

TAMP Elements

Developing an asset management plan encompasses many of the basic steps in implementing an asset management approach. An asset management plan describes the physical assets that a transit agency owns and/or maintains, their existing condition, the strategy used for investing in those assets, the transit agency's plan for future asset rehabilitation and replacement, and how assets relate to levels and the quality of services that agencies provide. The TAMP covers four years, and will be updated at least every two years, or as needed.

The TAMP contents and structure is as follows:

1. An asset inventory for all assets used in the provision of public transportation.
2. A condition assessment of all assets
3. A management approach to preserve and replace assets
4. Investment prioritization to accomplish the management targets.

State of Good Repair (SGR) Standards Policy

According to 49 CFR Part 625.41, standards for measuring the condition of capital assets: A capital asset is in a state of good repair if it meets the following objective standards:

- (a)** The capital asset is able to perform its designed function;
- (b)** The use of the asset in its current condition does not pose an identified unacceptable safety risk; and
- (c)** The life-cycle investment needs of the asset have been met or recovered, including all scheduled maintenance, rehabilitation, and replacements

Amarillo City Transit’s State of Good Repair policy directly coincides with our mission, which is to “to provide the Safe, Reliable and Cost Effective Public Transportation services valued by Users, Non-users and Community Leaders.” Amarillo City Transits’ State of Good Repair policy is designed to allow us to “set appropriate targets, benchmark progress over time, and provide direction and guidance in the prioritization of capital improvements and maintenance.”

Amarillo City Transit is in a SGR if it exhibits the following characteristics:

- Safety: Transit vehicles are well maintained and replaced before their condition deteriorates to the point of presenting a safety risk.
- Quality Transit: Transit vehicles meet customer expectations for comfort and reliability.

In order to carry out this plan it is imperative that everyone do their assigned duties and understand what is expected of them. It is expected that everyone understand the importance and purpose of our Transit Asset Management Plan, and ultimately what is hoped to be achieved in the implementation of it.

SGR Performance Measures & Targets:

The following are ACT’s current performance measures, which is also the minimum standard for transit operators outlined in 49 USC 625 Subpart D:

Rolling Stock: The percentage of revenue vehicles (by type) that exceed the useful life benchmark (ULB).

Equipment: The percentage of non-revenue service vehicles (by type) that exceed the ULB.

Facilities: The percentage of facilities (by group) that are rated less than 3.0 on the Transit Economic Requirements Model (TERM) Scale.

In the future as ACT continues to grow and develop, ACT will more accurately track the performance of capital assets throughout their entire life cycle by adding performance measures in addition to the minimum required standard.

SECTION 1: ASSET INVENTORY PORTFOLIO

Rolling Stock

Rolling stock is defined in the Buy America regulations (49 CFR Part 661.3) as: "transit vehicles such as buses, vans, cars, railcars, locomotives, trolley cars and buses, and ferry boats, as well as vehicles used for support services." ACT does not utilize or operate any third-party rolling stock assets. Circular 5010 – Grant Management Requirements, Chapter IV requires the

following data fields to be maintained for each rolling stock and equipment asset acquired with federal funds:

- a) Asset Description
- b) Identification number
- c) Ownership
- d) Source of funding and Percentage of Federal
- e) Acquisition Date
- f) Asset Cost
- g) Location
- h) Use and Condition
- i) Useful Life
- j) Disposition Data

As of FY 17/18, ACT operates a total of 30 buses and is in the process of replacing 3 buses that have surpassed their ULB. The following is the inventory for ACT total fleet of rolling stock:

Asset Class	Asset Name	Make	Model	ID/Serial No.	Asset Owner	Age (Yrs)	Mileage 7-31-18
CU-Cutaway	6951	Eldorado	Aero Elite	1HVBTSKL19H051566	ACT	10	381,328
CU-Cutaway	6952	Eldorado	Aero Elite	1HVBTSKL39H051567	ACT	10	346,879
CU-Cutaway	6954	Eldorado	Aero Elite	1HVBTSKL59H051568	ACT	10	358,144
CU-Cutaway	7233	International	Aero Elite	1HVBTSKL3AH249702	ACT	8	280,991
CU-Cutaway	7236	International	Aero Elite	1HVBTSKL3AH249697	ACT	8	264,881
CU-Cutaway	7237	International	Aero Elite	1HVBTSKLXAH249695	ACT	8	296,982
CU-Cutaway	7238	International	Aero Elite	1HVBTSKL7BH313774	ACT	8	260,001
CU-Cutaway	7239	International	Aero Elite	1HVBTSKL5AH249703	ACT	8	291,353
CU-Cutaway	7241	International	Aero Elite	1HVBTSKL8AH249713	ACT	8	271,794
CU-Cutaway	7242	International	Aero Elite	1HVBTSKL7AH249699	ACT	8	275,873
CU-Cutaway	7243	International	Aero Elite	1HVBTSKL1AH249696	ACT	8	277,635
CU-Cutaway	7244	International	Aero Elite	1HVBTSKL9AH249705	ACT	8	276,243
CU-Cutaway	7246	International	Aero Elite	1HVBTSKL6AH249712	ACT	8	228,010

CU-Cutaway	7247	International	Aero Elite	1HVBTSKL0AH249706	ACT	8	226,496
CU-Cutaway	7248	International	Aero Elite	1HVBTSKL5AH249698	ACT	8	201,984
CU-Cutaway	7249	International	Aero Elite	1HVBTSKL2AH249707	ACT	8	282,864
CU-Cutaway	7250	International	Aero Elite	1HVBTSKL4AH249711	ACT	8	223,401
CU-Cutaway	7251	International	Aero Elite	1HVBTSKL4AH249708	ACT	8	250,499
CU-Cutaway	8427	Champion	Defender	4UZADRDT2HCJA3326	ACT	1	57,477
CU-Cutaway	8428	Champion	Defender	4UZADRDT4HCJA3327	ACT	1	31,355
CU-Cutaway	8429	Champion	Defender	4UZADRDT8HCJA3329	ACT	1	30,210
CU-Cutaway	8430	Champion	Defender	4UZADRDT6HCJA3328	ACT	1	43,382
CU-Cutaway	8431	Champion	Defender	4UZADRDT5HCJA5684	ACT	1	33,166
CU-Cutaway	8432	Champion	Defender	4UZADRDT3HCJA5683	ACT	1	55,330
CU-Cutaway	8433	Champion	Defender	4UZADRDT1HCJA5682	ACT	1	51,680
CU-Cutaway	8434	Champion	Defender	4UZADSDT0HCJB1254	ACT	1	63,344
CU-Cutaway	8435	Champion	Defender	4UZADSDT9HCJB1253	ACT	1	61,336
CU-Cutaway	8436	Champion	Defender	4UZADSDT3HCJB1250	ACT	1	62,432
CU-Cutaway	8437	Champion	Defender	4UZADSDT5HCJB1251	ACT	1	47,750
CU-Cutaway	8438	Champion	Defender	4UZADSDT7HCJB1252	ACT	1	64,638

Equipment

According to the FTA, equipment is all non-revenue service vehicle or a non-vehicle equipment asset with an acquisition value of \$50,000 or more. Equipment includes non-revenue service vehicles that are primarily used to support maintenance and repair work for a public transportation system, supervisory work, or for the delivery of materials, equipment, or tools. ACT does not utilize or operate any third-party non-revenue service vehicle equipment assets.

Equipment: Non-Revenue Service Vehicles

ACT operates seven non-revenue service vehicles in its daily operations. In ACT’s daily operations maintenance has three Ford trucks, 2 half tons and one 1 ton. In addition, ACT operates 4 additional support vehicles. ACT does not own any piece or set of equipment that costs over \$50,000. Circular 5010 – Grant Management Requirements, Chapter IV requires the following data fields to be maintained for each rolling stock and equipment asset acquired with federal funds:

- k) Asset Description
- l) Identification number
- m) Ownership
- n) Source of funding and Percentage of Federal
- o) Acquisition Date
- p) Asset Cost
- q) Location
- r) Use and Condition
- s) Useful Life
- t) Disposition Data

Asset Class	Asset Name	Make	Model	ID/Serial No.	Asset Owner	Age (Yrs)	Mileage 7-31-18
Support Vehicle	7098	Ford	Taurus	1FAHP24W48G185896	ACT	10	70,189
Support Vehicle	7148	Ford	1Ton SB	1FDWF36578EE54429	ACT	9	50,998
Support Vehicle	7313	Ford	Fusion	3FAHP0GA0BR191215	ACT	7	51,949
Support Vehicle	7314	Ford	Fusion	3FAHP0GA2BR191216	ACT	7	27,381
Support Vehicle	7696	Ford	1/2 Ton Truck 4x4	1FTMF1EM5DKE67149	ACT	5	25,855
Support Vehicle	7848	Ford	1/2 Ton Truck 4x4	1FTMF1EM1EKD12440	ACT	4	41,452
Support Vehicle	5929	Ford	1 Ton SB	1FDWF36F6YEB36634	ACT	18	38,433

Facilities

Facilities are any structure used in providing public transportation where the Authority owns and has a direct capital responsibility. ACT currently oversees three facilities. One facility includes the administrative, maintenance, and parking garage. The other facilities include one

transfer station and one bus wash. The following required data fields are maintained for each facility asset:

- a) Asset Ownership
- b) Asset Description/Name
- c) Location
- d) Asset Type
- e) Facility Size
- f) Age/Year Built
- g) Reported Condition
- h) Number of Parking Spaces

Asset Class	Asset Name	Address	Asset Owner	Age (Yrs)	Sq Ft	# of Parking Spaces
Transit Offices & Maintenance Facility	Transit Offices & Maintenance Facility	801 S.E. 23rd Ave., Amarillo, TX 79105	ACT	37	30,620	17
Transfer Station	Transfer Station	219 S. Fillmore St., Amarillo, TX 79101	ACT	16	1,290	n/a
Bus Wash	Bus Wash	800 S.E. 23rd Ave., Amarillo, TX 79105	ACT	40	1,170	n/a

SECTION 2: ASSET CONDITION ASSESSMENT

The condition assessment is a systematic process of inspecting and evaluating the visual and/or measured condition of your assets. A well-established condition assessment process can help predict failure, identify unacceptable safety risks, initiate an evaluation of their root causes, and integrate directly with proactive planning for the investments required to maintain good performance on your most critical assets.

In an effort to be sufficiently detailed to monitor performance and plan capital investments appropriately, ACT assesses the condition of its assets annually.

Rolling Stock

Rolling stock condition assessments are conducted annually. Currently condition is solely based upon the vehicle ULB. The following table is a list of all rolling stock ACT owns and is responsible

for. At the time of this writing ACT owns and operates a total of 30 rolling stock (revenue vehicles), of which 10% (3 vehicles) has surpassed their ULB.

Asset Class	Asset Name	ID/Serial No.	Age (Yrs)	Replacement Cost/Value	Useful Life Benchmark (Yrs)	Past Useful Life Benchmark
CU-Cutaway	6951	1HVBTSKL19H051566	10	\$350,000.00	10	Yes
CU-Cutaway	6952	1HVBTSKL39H051567	10	\$350,000.00	10	Yes
CU-Cutaway	6954	1HVBTSKL59H051568	10	\$350,000.00	10	Yes
CU-Cutaway	7233	1HVBTSKL3AH249702	8	\$350,000.00	10	No
CU-Cutaway	7236	1HVBTSKL3AH249697	8	\$350,000.00	10	No
CU-Cutaway	7237	1HVBTSKLXAH249695	8	\$350,000.00	10	No
CU-Cutaway	7238	1HVBTSKL7BH313774	8	\$350,000.00	10	No
CU-Cutaway	7239	1HVBTSKL5AH249703	8	\$350,000.00	10	No
CU-Cutaway	7241	1HVBTSKL8AH249713	8	\$350,000.00	10	No
CU-Cutaway	7242	1HVBTSKL7AH249699	8	\$350,000.00	10	No
CU-Cutaway	7243	1HVBTSKL1AH249696	8	\$350,000.00	10	No
CU-Cutaway	7244	1HVBTSKL9AH249705	8	\$350,000.00	10	No
CU-Cutaway	7246	1HVBTSKL6AH249712	8	\$350,000.00	10	No
CU-Cutaway	7247	1HVBTSKL0AH249706	8	\$350,000.00	10	No
CU-Cutaway	7248	1HVBTSKL5AH249698	8	\$350,000.00	10	No
CU-Cutaway	7249	1HVBTSKL2AH249707	8	\$350,000.00	10	No
CU-Cutaway	7250	1HVBTSKL4AH249711	8	\$350,000.00	10	No
CU-Cutaway	7251	1HVBTSKL4AH249708	8	\$350,000.00	10	No
CU-Cutaway	8427	4UZADRDT2HCJA3326	1	\$350,000.00	10	No
CU-Cutaway	8428	4UZADRDT4HCJA3327	1	\$350,000.00	10	No
CU-Cutaway	8429	4UZADRDT8HCJA3329	1	\$350,000.00	10	No
CU-Cutaway	8430	4UZADRDT6HCJA3328	1	\$350,000.00	10	No
CU-Cutaway	8431	4UZADRDT5HCJA5684	1	\$350,000.00	10	No
CU-	8432	4UZADRDT3HCJA5683	1	\$350,000.00	10	No

Cutaway						
CU-Cutaway	8433	4UZADRDT1HCJA5682	1	\$350,000.00	10	No
CU-Cutaway	8434	4UZADSDT0HCJB1254	1	\$350,000.00	10	No
CU-Cutaway	8435	4UZADSDT9HCJB1253	1	\$350,000.00	10	No
CU-Cutaway	8436	4UZADSDT3HCJB1250	1	\$350,000.00	10	No
CU-Cutaway	8437	4UZADSDT5HCJB1251	1	\$350,000.00	10	No
CU-Cutaway	8438	4UZADSDT7HCJB1252	1	\$350,000.00	10	No

Equipment

Equipment condition assessments are conducted annually. ACT does not own or have direct capital responsibility for any equipment which acquisition value more than \$50,000, but ACT does own non-revenue service vehicles.

Currently condition is solely based upon the vehicle ULB. The following table is a list of all equipment ACT owns and is responsible for. At the time of this writing ACT owns a total of 8 vehicles, of which 43% (3 vehicles) has surpassed their ULB.

Asset Class	Asset Name	ID/Serial No.	Age (Yrs)	Replacement Cost/Value	Useful Life Benchmark (Yrs)	Past Useful Life Benchmark
Support Vehicle	7098	1FAHP24W48G185896	10	\$16,500.00	8	Yes
Support Vehicle	7148	1FDWF36578EE54429	9	\$23,500.00	8	Yes
Support Vehicle	7313	3FAHPOGA0BR191215	7	\$30,000.00	8	No
Support Vehicle	7314	3FAHP0GA2BR191216	7	\$30,000.00	8	No
Support Vehicle	7696	1FTMF1EM5DKE67149	5	\$19,000.00	8	No
Support Vehicle	7848	1FTMF1EM1EKD12440	4	\$19,500.00	8	No
Support Vehicle	5929	1FDWF36F6YEB36634	18	\$30,000.00	8	Yes

Facilities

Facility condition assessments are conducted on annually. ACT has direct capital responsibility for three facilities: Transit Offices & Maintenance Facility, Transfer Station, and Bus Wash.

Asset Class	Asset Name	Age (Yrs)	TERM Scale Condition	Past Useful Life Benchmark
Transit Offices & Maint. Facility	Transit Offices & Maint. Facility	40	4	Yes
Transfer Station	Transfer Station	16	3	Yes
Bus Wash	Bus Wash	40	1	Yes

When conducting a facility assessment the *TAM Facility Performance Measure Reporting Guidebook: Condition Assessment Calculation* is used as guidance. Attachment A, (from this guidance), *Appendix B: Condition Rating Descriptions* should be used for reference when rating under the TERM scale. Facility condition assessment should be conducted annually in August or September, according to the following steps:

- 1. Identify facility rating levels
- 2. Conduct assessment – TERM scale
- 3. Aggregate results
- 4. Calculate performance measures using the Median Value Method
- 5. Document and report the condition assessments

See Appendix A for the form that will be used for each facility condition assessment annually.

The following is the TERM scale, per FTA that will be used:

TERM Rating	Description
Excellent	New construction, no visible defects.
Good	Minor improvement or superficial repairs needed, can be addressed through routine maintenance. No significant visible damage such as cracking, spalling, sagging, rust, or shifting.

Adequate	Needs some repair. There may be surface cracking, rust, shifting, and spalling on elements. Insulation or drainage may need maintenance. Substructure is cosmetically “fair”, and functioning as designed; within useful life.
Marginal	Elements need extensive repair at a minimum. They show signs of significant cracking, sagging, rust, shifting, and spalling / decay. Significant insulation or drainage issues may be present. There are no apparent safety issues, however. Elements are functional but have exceeded their useful lives.
Poor	Elements show critical defects affecting function, health, or safety. They are visibly in poor condition. They cannot be repaired; must be replaced. They have exceeded their useful life and warrant structural review.

Once all levels are rated the results should be aggregated using the median value. The condition rating of each level must be determined, and then the TERM scores should be sorted in ascending order. When there is an odd number of a value, the median is the value that falls in the middle of the list. When there is an even number of values, choose the lower of the two middle values since that is the condition rating that at least 50% are at or below.

For instance, if 50% of the secondary level have a TERM rating of 2, 30% have a TERM rating of 3, and 20% have a TERM rating of 4, then the aggregated rating would be 2, as over half of the secondary level have a rating of 2 or less. Note that the median in this case is not an average, or mean value, meaning that you do not take the individual value of each number into account.

Once results are formulated it should be documented and ready to be reported accordingly.

SECTION 3: Management Approach

Decision Support:

Process/Tool	Brief Description
Performance Measures/Targets	With this TAM plan, ACT has begun to use performance measures and targets to support decision-making, such as project selection and prioritization. But prior to this ACT did not have any processes or tools in relation to this.

Inventory List	ACT has an inventory list of all rolling stock, equipment, and facilities that is updated as needed which new information such as acquisitions, disposals, and conditions.
Annual Budget	ACT's performance measures/targets are included in the budget process.

Investment Prioritization Process:

Amarillo City Transit will take in to consideration each year the conditions of the assets, evaluate the needs of the organizations, and prioritize with emphasis on keeping assets in a state of good repair. ACT will continue to emphasis the importance of providing a safe and efficient transit system. ACT will continue to evaluate cost allocation process from year to year to compare asset needs versus or capital funding available. This transit asset management plan will allow Amarillo City Transit to implement new strategies and asset training techniques that can alleviate conflict between need versus availability.

Risk Management:

Risk	Mitigation Strategy
Loss of significant amounts of federal funds	Decrease dependence on federal funds for capital
Rolling Stock Failure	Replace buses and improve preventative maintenance measures and procedures

Maintenance Strategy:

Asset Category/Class	Maintenance Activity	Frequency	Avg Duration (Hrs)	Cost
30ft Bus	Engine tune-up	Annual	3	\$1,000
Buses	Service	10,000 miles	2-3 hours	\$260
Buses	PM	25,000 miles	4 hours	\$433-637
Vehicles	Service	5,000 miles	1 hour	\$76
Facilities	Inspection	Semi-annually	2 – 3 hours	n/a

How does your agency address unplanned maintenance needs?

When an issue arises ACT tries to first diagnose the issue as soon as possible. Once the issue is determined, ACT then takes the necessary steps to solve the issue. For example, if a bus breaks down ACT brings it in to the shop to diagnose the problem, if possible. If the issue is determined ACT then takes the next step, which would be purchasing a part or taking some other type of action, like outsourcing.

Overhaul Strategy:

Currently, due to current funding constraints an overhaul is only done when one must be done. For example, the only way to keep bus in service is to do an overhaul. When it is determined that a vehicle's engine needs to be replaced, ACT performs engine replacements of vehicles to extend its life and keep it in operation, until it can be replaced.

In the future, with the implementation of this plan, ACT hopes to set measures in place to help better determine when we should conduct an overhaul, such as when to do mini, mid-life, and major overhauls.

Disposal Strategy:

Once a vehicle has exceeded its useful life, no longer in SGR, and no longer can be efficient, ACT goes through the City of Amarillo Purchasing department for the disposal of these assets. Purchasing sends ACT a disposal form, which is a list of the items that need to be disposed. Then ACT sends this form back the Purchasing for their approval. After they approve, Purchasing lets us know when and where the asset will be disposed.

Acquisition and Renewal Strategy:

Once the need is determined and funding is available then the procurement process is initiated. Generally the life cycle of asset is used as a guide of when to plan to dispose of an asset. This gives a general idea of when to plan for the replacement of an asset.

Asset Category/Class	Acquisition and Renewal Strategy
All fixed route cutaways	ACT plans to eventually replace all fixed route cutaways with traditional 35' buses.
Service vehicles	ACT plans to replace one maintenance truck in the near future, and replace the other service vehicles in the future as needed.

SECTION 5: Investment Prioritization

Proposed Investments:

Project Year	Project Name	Asset/Asset Class	Cost	Priority
2018-2019	6-7 Low Floor Bus Acquisition	Traditional 35' Bus	Approx - \$2,700,000 – 3,150,000	High
2018-2019	1 maintenance support truck	½ Ton 4x4 Ford	Approx - \$45,000	Medium
2018-2019	1-2 support vans	Van	Approx - \$25,000 – 50,000	Medium

Appendix A

Facility Condition Assessment					
Facility Name					
Date:					
Inspector 1:					
Inspector 2:					
Component	Sub-components	1-5 Rating	Fire Protection	Sprinklers	1-5 Rating
Substructure	Foundation			Standpipes	
	Basement			Hydrants	
Shell	Superstructure		Electrical	Distribution	
	Roof			Wiring	
	Exterior			Communications	
	Shell appurtenances			Other	
Interiors	Partitions		Equipment		
	Stairs		Site	Roadways/driveways	
	Finishes			Signage	
Conveyance	Elevators			Parking Lots	
	Escalators			Pedestrian Areas	
	Lifts			Fences/Walls	
Plumbing	Fixtures			Landscaping	
	Water Distribution			Site Utilities	
	Sanitary Waste				
	Rain water drainage				
HVAC	Energy supply				
	Generation/distribution				
	Controls				
	Chimneys/vents				

Does any portion of the facility pose an immediate safety risk?

If yes, please describe the risk and attach photos of the risk?

Write any additional comments about the facility.



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	September 11, 2018	Council Priority	Redevelopment
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Department	City Manager Michelle Bonner, Deputy City Manager
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Agenda Caption

RESOLUTION – AUTHORIZING THE AMARILLO POTTER EVENTS VENUE DISTRICT 2018/2019 FISCAL YEAR BUDGET

This resolution approves the 2018/2019 Budget for the Amarillo-Potter Events Venue District. This budget is funded through a 5% car rental tax and a 2% hotel occupancy tax. The Amarillo-Potter Events Venue District operates and maintains voter approved entertainment venues within the City. This budget is recommended for approval by the Amarillo Potter Events Venue District Board.

Agenda Item Summary

This resolution approves the 2018/2019 fiscal year budget for the Amarillo Potter Events Venue District.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

The 2018/2019 fiscal year budget has been reviewed and approved for Council consideration at the August 28, 2018 Amarillo Potter Events Venue District Board meeting and at the September 10, 2018 Potter County Commissioner’s Court meeting.

Staff Recommendation

Staff recommendation is to approve the 2018/2019 fiscal year budget for the Amarillo Potter Events Venue District.

RESOLUTION NO. _____
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS:
APPROVING THE PROPOSED OPERATING BUDGET FOR
THE FISCAL YEAR 2018-2019 FOR THE AMARILLO
POTTER EVENT VENUE DISTRICT.

WHEREAS, the Amarillo-Potter Event Venue District (hereafter, District) was formed and exists for the purpose of constructing and maintaining voter approved entertainment venues within the city, for the public welfare, in accordance with state law; and

WHEREAS, the revenue for the District derives from a tax on car rentals and hotel occupancy, to be used for the above stated activities by the District; and

WHEREAS, the Bylaws of the District require that it submit its annual budget to the City Council for approval; and

WHEREAS, the Board of Directors of the District has prepared, approved and submitted a proposed budget; and

WHEREAS, the City Council finds that the proposed budget is in order and should be approved; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS:

SECTION 1. That the Proposed Budget for the period of October 1, 2018 to September 30, 2019 of the Amarillo-Potter Events Venue District, a copy of which is appended to this Resolution and incorporated herein by reference, is hereby approved, together with any amendments made in public meeting at which it is considered.

SECTION 2. The City Secretary shall certify a copy of this Resolution to the District.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this _____ day of September, 2018.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM

Bryan McWilliams, City Attorney



CITY OF AMARILLO

OFFICE OF THE
CITY MANAGER

September 5, 2018

Mayor Ginger Nelson
509 Southeast 7th Avenue
Amarillo, TX 79101

Dear Mayor Nelson:

Attached is the proposed 2018/2019 budget for the Amarillo Potter Events Venue District. The Venue District Board met on August 28, 2018 and approved the attached budget and is requesting City Council consideration at the September 11, 2018, meeting.

The proposed budget reflects revenue of \$3,181,829 for the 2018/2019 year including Vehicle Rental Tax of \$1,006,000 and Hotel Occupancy Tax of \$2,034,000. The major components of the expenditures include debt service of \$864,679 and the two management contracts: Amarillo National Center Management Contract of \$388,248 and the Civic Center Management Contract of \$398,004. Also included are proposed amounts for improvements to each facility: \$1,119,960 for the Amarillo National Center and \$200,000 for the Civic Center.

The anticipated available fund balance at the end of the 2017/2018 fiscal year (09/30/2019) is \$4,214,123 which includes \$500,000 as a targeted reserve for the District, \$1,037,092 for the Amarillo National Center and \$2,677,031 for the Civic Center facility which is calculated based on the 60/40 split of the original project. The reserve balances at each of the two facilities have historically been available to fund facility improvements or events.

There are two debt issues outstanding for the Amarillo Potter Event Venue District. The Special Tax and Lease Revenue Refunding Bonds, Series 2016 has an outstanding balance of \$4,815,000 with a final maturity date of November 15, 2045 and a true interest cost of 2.963%. The Special Tax and Lease Revenue Refunding Bonds, Series 2009 has an outstanding balance of \$5,340,000 with a final maturity date of November 15, 2028 and outstanding interest rate of 4.02%.

Thank you for your consideration in this matter. If you will please forward this information to the Council and if acceptable to you, I am available to present this budget at the September 11th meeting.

Sincerely,

Michelle Bonner
Deputy City Manager

Attachment

Amarillo Potter Events Venue District
2018/2019 Proposed Budget

	2016/2017 Actual	2017/2018 Revised Estimate	2018/2019 Budget	CALCUATION OF RESERVE BALANCES		
				Common REV/EXP	ANC 60%	City 40%
Beginning Available Balance	3,614,082	4,336,995	4,387,044	500,000	1,492,177	2,394,867
30340 Vehicle Rental Tax	943,733	976,576	1,006,000	1,006,000		
30470 Hotel Occupancy Tax	1,896,913	1,974,870	2,034,000	2,034,000		
30480 Interest-Past Tax	-	-	350	350		
37110 Interest Income	21,536	35,528	35,000	35,000		
37410 Miscellaneous Revenue	71,947	107,387	106,479		106,479	
TREVENUE Total Revenues	2,934,129	3,094,361	3,181,829	3,075,350	106,479	
51110 Office Expense	80		25	25		
61200 Postage	-		25	25		
62000 Professional	11,760	-	18,000		18,000	
63140 Audit Fee	6,600	6,600	6,800	6,800		
63705 Ama Tri-State Participation	184,858	1,095,942	1,119,960		1,119,960	
63710 ANC Management Contract	367,576	328,248	328,248		328,248	
63710 ANC Property Insurance	-	54,227	60,000		60,000	
63715 Civic Center Mgmt Contract	398,004	398,004	398,004			398,004
63900 Event Development	225,398	291,000	355,609		355,609	
78010 Fiscal Agent Fees	2,740	2,835	3,400	3,400		
92060 Civic Center Improv	-	-	200,000			200,000
92140 Events Debt Service	1,014,200	867,456	864,679	864,679		
EXPENSES Total Expenses	2,211,216	3,044,312	3,354,750	874,929	1,881,817	598,004
Excess of Revenue over Common Expenditures				2,200,421	1,320,253	880,168
Increase (Decrease)in Reserve Balance			(172,921)		(455,085)	282,164
Ending Reserve Balance	4,336,995	4,387,044	4,214,123	500,000	1,037,092	2,677,031

63705 Ama Tri-State Participation		
Phase II ANC Parking Lot	60,000	
Vance Reed Parking	45,000	
Freight Elevator	6,000	6,000
Vance Reed Wash Rack	154,000	
Cattle Pens, Water Lines, Tubs	35,000	
HVAC Repairs	50,000	50,000
ANC Curb, Gutter and Parking	58,000	
Tractor	30,000	
Vacuum Trailer - Shavings	15,800	
Populous Long Range	57,648	
ANC Concrete Floors	166,358	200,529
ANC Video Board	344,470	
contingency for electrical and roof support	20,000	
Polaris Timing Console	3,666	
KD10-V3 ABI 10' Dragmaster		33,000
Eight 16' fans (Glen Mac Building)		68,592
New Energy Management System on HVAC (ANC)		74,919
ANC North Concession Remodel		39,482
16 LED WalPack (Kimble 1&2)		6,322
Food Court light pole replacement		17,051
Mast Diesel Fork Lift		39,000
ANC Handicap door replacement		6,450
Elevator and seating renovation (ANC)		430,615
Transformer replacement (food court)		148,000
Other	50,000	
	1,095,942	1,119,960

City of Amarillo
A/P Events Taxing Entity

DESCRIPTION	Actual 2015	Actual 2016	Budget 2017	RevEst 2017	Dept Req 2018
30340 Vehicle Rental Tax	984,631	943,733	955,000	976,576	1,006,000
[Note] Prior year revised estimate with a 3% increase.					
30470 Hotel Occupancy Tax	1,932,523	1,896,913	1,946,945	1,974,870	2,034,000
[Note] Prior year revised estimate with a 3% increase.					
30480 Interest-Past Tax	0	0	350	0	350
30469 Hotel Occupancy Tax	1,932,523	1,896,913	1,947,295	1,974,870	2,034,350
30400 Gross Receipts Business	2,917,155	2,840,646	2,902,295	2,951,446	3,040,350
37110 Interest Income	5,240	11,688	6,750	35,528	35,000

[Note]
Based on prior year's projection.

37109 Interest Earnings	5,240	11,688	6,750	35,528	35,000
37410 Miscellaneous Revenue	56,342	71,947	107,267	107,387	106,479
[Entity] Budget Detail Desc.			Total		
[92310] Adequan Event Trust Fund			106,359		
[92310] City Lease			120		
Total			106,479		

37400 Miscellaneous Revenue	56,342	71,947	107,267	107,387	106,479
TREVENUE Total Revenues	2,978,737	2,924,281	3,016,312	3,094,361	3,181,829
51110 Office Expense	0	0	25	0	25
51000 Supplies	0	0	25	0	25
61200 Postage	0	0	25	0	25
62000 Professional	21,924	11,760	18,000	0	18,000

[Note]
Budget dollars for possible economic study associated with Event Trust Fund.

63140 Audit Fee	6,600	6,600	6,800	6,600	6,800
[Note] Reflects 3% increase in audit fee as per the audit RFQ process that the City of Amarillo completed during 2016.					
63705 Ama Tri-State Participat	273,389	184,858	675,000	1,095,942	1,119,960

[Entity] Budget Detail Desc.	Total
[92310] ANC Concrete Floors Levels 1&2	200,529
[92310] KD10-V3 AVI 10' Dragmaster	33,000
[92310] Eight 16' Fans (Glen Mac Building)	68,592
[92310] Energy Management System (ANC)	74,919
[92310] ANC North Concession Remodel	39,482
[92310] 16 LED WalPak (Kimble 1&2)	6,322
[92310] Food Court light pole replacement	17,051
[92310] Fork lift	39,000
[92310] ANC Handicap door replacement	6,450
[92310] Elevator and seating renovation (ANC)	430,615
[92310] HVAC repairs (ANC)	50,000
[92310] Freight Elevator Inspection	6,000
[92310] Transformer replacement (food court)	148,000
	1,119,960

A/P Events Taxing Entity

DESCRIPTION	Actual	Actual	Budget	RevEst	Debt Req
	2015	2016	2017	2017	2018
63710 ANC Management Contract	364,454	367,576	388,248	382,475	388,248

Entity	Budget Detail Desc	Note	Total
[92310]	ANC Center		328,248
[92310]	Insurance		60,000
Total			388,248

63715 Civic Center Mgmt Contra	398,004	398,004	398,004	398,004	398,004
63900 Event Development	229,538	225,398	356,517	291,000	355,609

Entity	Budget Detail Desc	Note	Total
[92310]	2018 Adequan match		14,671
[92310]	2018 Adequan event		91,688
[92310]	WT Rodeo		5,000
[92310]	CMSA - Shooters		5,000
[92310]	Natl Jr Bull Riders Assoc		5,000
[92310]	Southwest Reinved Cow Horse Assoc		15,000
[92310]	CBT Productions		4,000
[92310]	Jr. Livestock Sale		2,000
[92310]	Hope and Healing Team Roping		7,000
[92310]	World Versatility Ranch Show		30,000
[92310]	AKC Agility Dog Trials		2,500
[92310]	Coors Cowboy Club Rodeo		10,000
[92310]	Region 8 Horse Show		6,250
[92310]	PGSQHS - Boom Circuit		2,500
[92310]	West Texas Futurity		40,000
[92310]	Other Events		115,000
Total			355,609

60000 Contractual Services	1,293,909	1,194,197	1,842,594	2,174,021	2,286,646
78010 Fiscal Agent Fees	4,085	2,740	3,400	2,835	3,400
70000 Other Charges	4,085	2,740	3,400	2,835	3,400
92060 Civic Center Improv	150,000	0	250,000	0	200,000

Entity	Budget Detail Desc	Total
[92310]	Executive boardroom conversion	50,000
[92310]	Soffit repair - entrance #2	100,000
[92310]	Improve wifi	50,000
Total		200,000

92140 Events Debt Service	1,015,200	1,014,200	867,456	867,456	864,679
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Entity	Budget Detail Desc	Total
[92310]	2016 Series	262,950
[92310]	2009 Series	601,729
Total		864,679

92000 Operating Transfers	1,165,200	1,014,200	1,117,456	867,456	1,064,679
EXPENSES Total Expenses	2,463,194	2,211,137	2,963,475	3,044,312	3,354,750

City of Amarillo

Amarillo Events District

DESCRIPTION	Actual 2015	Actual 2016	Budget 2017	RevEst 2017	Dept Req 2018
37110 Interest Income	5,399	9,728	0	0	0
37115 Unrealized G/L	-128	0	0	0	0
37109 Interest Earnings	5,271	9,728	0	0	0
37410 Miscellaneous Revenue	120	120	0	0	0
37400 Miscellaneous Revenue	120	120	0	0	0
TREVENUE Total Revenues	5,391	9,848	0	0	0
51110 Office Expense	0	80	0	0	0
51000 Supplies	0	80	0	0	0
76000 Depreciation	721,503	717,797	723,049	717,796	717,796
70000 Other Charges	721,503	717,797	723,049	717,796	717,796
TEXPENSES Total Expenses	721,503	717,877	723,049	717,796	717,796

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Amarillo City Council

Agenda Transmittal Memo



Meeting Date	September 11, 2018	Council Priority	
Department	City Manager		
Contact	Michelle Bonner, Deputy City Manager		

Agenda Caption
RESOLUTION – AUTHORIZING THE AMARILLO HOSPITAL DISTRICT 2018/2019 FISCAL YEAR BUDGET
This resolution approves the 2018/2019 fiscal year budget and associated program of services for the Amarillo Hospital District. This budget is recommended for approval by the AHD Board of Managers.

Agenda Item Summary
This resolution approves the 2018/2019 fiscal year budget for the Amarillo Hospital District.

Requested Action
Council consideration and approval of the resolution.

Funding Summary
N/A

Community Engagement Summary
The 2018/2019 fiscal year budget has been reviewed and approved for Council consideration at the July 24, 2018 Amarillo Hospital District Board of Managers’ meeting and at the July 11, 2018 Amarillo Hospital District Finance Committee meeting.

Staff Recommendation
Staff recommendation is to approve the 2018/2019 fiscal year budget for the Amarillo Hospital District.

RESOLUTION NO. _____
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS:
ADOPTING THE BUDGET OF THE AMARILLO HOSPITAL
DISTRICT FOR THE FISCAL YEAR OCTOBER 1, 2018, TO
SEPTEMBER 30, 2019.

WHEREAS, House Bill No. 70, Chapter 32 of the 56th Regular Session of the Legislature of the State of Texas requires that the budget of the Amarillo Hospital District be approved by the Board of Managers and be presented to the governing body of the City of Amarillo for final approval; and

WHEREAS, a budget for the fiscal year October 1, 2018, to September 30, 2019, has been prepared under the direction of the Board of Managers of the Hospital District and has been approved by the Board of Managers as required by law; and

WHEREAS, the proposed budget has been filed with the City Secretary for more than fifteen (15) days immediately prior to a public hearing upon the budget; and after considering the comparative expenditures, other financial considerations and public comment, the City Council finds that the budget should be approved; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS:

SECTION 1. That the budget as filed, together with any amendments made in public meetings, for the Amarillo Hospital District for the fiscal year October 1, 2018, to September 30, 2019, be and the same is hereby approved, adopted and ratified, together with any amendments made in public meeting at which it is considered.

INTRODUCED AND PASSED by the City Council on the _____ day of September, 2018.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

MEMO



To: Mayor Nelson
From: Michelle Bonner, Deputy City Manager
Date: September 5, 2018
Subject: Amarillo Hospital District 2018/2019 Budget

M. Bonner

Attached for your review is the proposed 2018/2019 Amarillo Hospital District Budget. The budget reflects revenue of \$4.2 million and total expenditures of \$10.9 million. Interest income projections of \$3.8 million were prepared by the two investment money managers and continue to reflect the low interest rate environment. Estimated ending fund balance is projected at \$173.4 million. The proposed budget is in compliance with the District's spending rule.

The District has reviewed a cash flow projection of the reserve balances through the year 2036. The projection reflects that there are sufficient corpus dollars to fund District operations through 2036. The District has requested review of this projection during the annual budget process to evaluate the anticipated balance of the corpus dollars throughout the life of the indigent care contract (which ends on May 8, 2036).

This budget has been reviewed at the July 11, 2018 meeting of the Amarillo Hospital District Finance Committee and recommended for approval by the Amarillo Hospital District Board at the July 24, 2018 meeting.

AMARILLO HOSPITAL DISTRICT

7/20/2018 14:26

ESTIMATED RECEIPTS, EXPENDITURES & AVAILABLE CASH

	OPERATING FUND			LOCAL PROVIDER PARTICIPATION FUND		
	2017/18		2018/19	2017/18		2018/19
	BUDGET	REVISED ESTIMATE	PROPOSED BUDGET	BUDGET	REVISED ESTIMATE	PROPOSED BUDGET
AVAILABLE FUNDS						
BEGINNING OF YEAR	189,337,869	186,842,106	180,050,157	0	0	0
ADD: BUDGETED REVENUE						
INTEREST INCOME	3,765,000	3,531,741	3,800,000			
TOBACCO PROCEEDS	277,338	349,637	349,637		16,135,847	
LPPF ASSESSMENT						
OTHER	29,100	62,481	54,375			
MAKING AVAILABLE	193,409,307	190,785,965	184,254,169	0	16,135,847	0
DEDUCT EXPENDITURES:						
OPERATING	191,041	213,202	216,117		25,000	
PROFESSIONAL SERVICES - NWTH	1,479,408	1,479,408	1,479,408			
PROFESSIONAL SERVICES - OTHER	164,000	56,234	164,000	0	0	0
LOCAL PROVIDER PARTICIPATION FUND					16,110,847	
INDIGENT CARE CONTRACT	5,447,477	5,434,662	5,452,703	0	0	0
PUBLIC HEALTH CONTRACT	1,450,000	1,524,618	1,450,000	0	0	0
TEXAS TECH		25,000	100,000			
PENSION CONTRIBUTION	2,000,000	2,000,000	2,000,000	0	0	0
PRIOR CLAIMS	22,000	683	22,000	0	0	0
TOTAL EXPENDITURES	10,753,926	10,735,808	10,884,228	0	16,135,847	0
EXCESS REVENUE OVER EXPENDITURES	(6,682,488)	(6,791,949)	(6,680,216)	0	0	0
AVAILABLE FUNDS END OF YEAR	182,655,382	180,050,157	173,369,941	0	0	0
CALCULATION OF AVAILABLE FUNDS:						
CASH		9,142,783				
LESS TOBACCO FUND CASH		0				
ACCRUED INTEREST		964,656				
INVESTMENTS		162,743,973				
LESS: LCM ADJUSTMENT		1,199,669				
OTHER CURRENT ASSETS		5,447,481				
DONOR RESTRICTED ASSETS		30,871				
LIABILITIES		(20,130)				
CURRENT AVAILABLE FUNDS		179,509,303				
PREPAID INDIGENT CARE		7,332,803				
TOTAL		186,842,106				

City of Amarillo

Amarillo Hospital Distr Opera

DESCRIPTION	Actual 2015	Actual 2016	Budget 2017	RevEst 2017	Dept Req 2018
30321 Prior Year Collec Potte	10,632	3,341	0	1,084	0
30322 Prior Year Collec Randa	0	22	0	22	0
30320 Prior Year's Levy	10,632	3,363	0	1,106	0
30200 Ad Valorem Tax Collectio	10,632	3,363	0	1,106	0
37110 Interest Income	3,772,615	3,536,403	3,765,000	3,531,741	3,800,000
37115 Unrealized G/L	1,684,850	-4,087,181	0	0	0
37109 Interest Earnings	5,457,465	-550,779	3,765,000	3,531,741	3,800,000
37154 Other Rental Income	27,600	27,600	27,600	27,600	27,600
37150 Rent	27,600	27,600	27,600	27,600	27,600
37410 Miscellaneous Revenue	1,504	2,348	278,838	383,412	376,412
37400 Miscellaneous Revenue	1,504	2,348	278,838	383,412	376,412
TREVENUE Total Revenues	5,497,201	-517,467	4,071,438	3,943,859	4,204,012
42130 Retirement Trust - AHD	2,000,000	1,425,416	2,000,000	2,000,000	2,000,000
41000 Personal Services	2,000,000	1,425,416	2,000,000	2,000,000	2,000,000
51110 Office Expense	566	468	1,000	469	1,000
51200 Operating	4,005	3,844	4,150	3,874	4,150
51000 Supplies	4,571	4,312	5,150	4,343	5,150
61100 Communications Billing	517	536	741	621	817
61200 Postage	0	51	220	35	220
61410 Tuition	370	0	300	0	300
62000 Professional	1,373,741	1,360,473	1,643,408	1,537,642	1,643,408
63140 Audit Fee	37,500	37,500	60,255	58,500	60,255
63420 Indigent Care	5,440,000	5,440,000	5,447,477	5,434,662	5,452,703
63430 Public Health	724,785	2,342,664	1,450,000	1,524,618	1,450,000
63455 Community Projects	0	0	0	25,000	100,000
60000 Contractual Services	7,576,913	9,181,223	8,602,401	8,581,079	8,707,703
71100 Insurance and Bonds	27,116	27,159	28,560	27,159	28,560
71290 Comp Claims Paid	0	0	22,000	683	22,000
75100 Travel	0	0	1,000	0	1,000
75300 Meals and Local	608	591	850	638	850
76000 Depreciation	8,195	8,195	8,195	8,195	8,195
78010 Fiscal Agent Fees	58,602	78,522	85,770	113,710	110,770
70000 Other Charges	94,521	114,467	146,375	150,385	171,375
TEXPENSES Total Expenses	9,676,005	10,725,418	10,753,926	10,735,808	10,884,228

City of Amarillo

Amarillo Hospital Distr Opera

DESCRIPTION	Actual 2015	Actual 2016	Budget 2017	RevEst 2017	Dept Req 2018
30321 Prior Year Collec Potte	10,632	3,341	0	1,084	0
30322 Prior Year Collec Randa	0	22	0	22	0
30320 Prior Year's Levy	10,632	3,363	0	1,106	0
30200 Ad Valorem Tax Collectio	10,632	3,363	0	1,106	0
37110 Interest Income	3,772,615	3,536,403	3,765,000	3,531,741	3,800,000

[Entity] Budget Detail Desc.	Total
[92100] ANB	2,300,000
[92100] Herring	1,500,000
Total	3,800,000

37115 Unrealized G/L	1,684,850	-4,087,181	0	0	0
37109 Interest Earnings	5,457,465	-550,779	3,765,000	3,531,741	3,800,000
37154 Other Rental Income	27,600	27,600	27,600	27,600	27,600
37150 Rent	27,600	27,600	27,600	27,600	27,600
37410 Miscellaneous Revenue	1,504	2,348	278,838	383,412	376,412

[Entity] Budget Detail Desc.	Total
[92100] Royalties	1,775
[92100] Tobacco Settlement (net)	349,637
[92100] LPPF administration	25,000
Total	376,412

[Note]

Based on 2017/20118 revised estimate.

37400 Miscellaneous Revenue	1,504	2,348	278,838	383,412	376,412
TREVENUE Total Revenues	5,497,201	-517,467	4,071,438	3,943,859	4,204,012
42130 Retirement Trust - AHD	2,000,000	1,425,416	2,000,000	2,000,000	2,000,000
41000 Personal Services	2,000,000	1,425,416	2,000,000	2,000,000	2,000,000
51110 Office Expense	566	468	1,000	469	1,000

[Note]

Based on 2017/2018 budget.

51200 Operating	4,005	3,844	4,150	3,874	4,150
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[Note]

Taxes on rental property.

51000 Supplies	4,571	4,312	5,150	4,343	5,150
61100 Communications Billing	517	536	741	621	817

[Note]

Communication charge associated with phone line.

61200 Postage	0	51	220	35	220
61410 Tuition	370	0	300	0	300
62000 Professional	1,373,741	1,360,473	1,643,408	1,537,642	1,643,408

[Entity] Budget Detail Desc.	Total
[92100] NWTH	1,479,408
[92100] Contract Retirement Services	15,000
[92100] Investment Consultant	30,000
[92100] Investment Custodian	15,000
[92100] Fiscal Agent	40,000
[92100] Medical Director (50%)	44,000
[92100] Legal Fees	20,000

City of Amarillo

Amarillo Hospital Distr Opera

Total

1,643,408

City of Amarillo

Amarillo Hospital Distr Opera

DESCRIPTION	Actual 2015	Actual 2016	Budget 2017	RevEst 2017	Dept Req 2018
63140 Audit Fee	37,500	37,500	60,255	58,500	60,255
[Entity] Budget Detail Desc.			Total		
[92100] Audit			37,500		
[92100] Tobacco Settlement Procedures			21,000		
[92100] Rate increase (3%)			1,755		
Total			60,255		
63420 Indigent Care	5,440,000	5,440,000	5,447,477	5,434,662	5,452,703
[Note] Amortization of prepayment.					
63430 Public Health	724,785	2,342,664	1,450,000	1,524,618	1,450,000
63455 Community Projects	0	0	0	25,000	100,000
[Note] Texas Tech					
60000 Contractual Services	7,576,913	9,181,223	8,602,401	8,581,079	8,707,703
71100 Insurance and Bonds	27,116	27,159	28,560	27,159	28,560
71290 Comp Claims Paid	0	0	22,000	683	22,000
75100 Travel	0	0	1,000	0	1,000
75300 Meals and Local	608	591	850	638	850
76000 Depreciation	8,195	8,195	8,195	8,195	8,195
78010 Fiscal Agent Fees	58,602	78,522	85,770	113,710	110,770
[Entity] Budget Detail Desc.			Total		
[92100] Base			85,770		
[92100] LPPF			25,000		
Total			110,770		
70000 Other Charges	94,521	114,467	146,375	150,385	171,375
EXPENSES Total Expenses	9,676,005	10,725,418	10,753,926	10,735,808	10,884,228

F



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	September 11, 2018	Council Priority	
Department	City Manager		
Contact	Michelle Bonner, Deputy City Manager		

Agenda Caption

RESOLUTION – AUTHORIZING EXPENDITURES OF HOTEL OCCUPANCY TAX REVENUE BY THE AMARILLO CONVENTION AND VISITOR COUNCIL
This resolution approves the 2018/2019 fiscal year budget.

Agenda Item Summary

This resolution approves the 2018/2019 fiscal year budget for the Amarillo Convention and Visitor Council.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

The 2018/2019 fiscal year budget has been reviewed and approved for Council consideration at the August 22, 2018 Amarillo Convention and Visitor Council Board meeting.

Staff Recommendation

Staff recommendation is to approve the 2018/2019 fiscal year budget for the Amarillo Convention and Visitor Council.

RESOLUTION NO. _____
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS:
APPROVING EXPENDITURE OF HOTEL OCCUPANCY TAX
REVENUE BY THE AMARILLO CONVENTION AND
VISITOR COUNCIL FOR THE FISCAL YEAR OCTOBER 1,
2018 TO SEPTEMBER 30, 2019.

WHEREAS, the City of Amarillo desires to promote tourism and conventions for visitors to the City of Amarillo, and cultural events for the citizens of this City; and

WHEREAS, the City of Amarillo levies a tax upon hotel and motel room occupancy within the City as authorized by law for the promotion, solicitation, encouragement, and development of tourism and conventions for the City; and

WHEREAS, the Amarillo Convention and Visitor Council is an organization that, among other things, promotes such activities referred to above; and

WHEREAS, the Amarillo Convention and Visitor Council proposed a budget for fiscal year October 1, 2018 - September 30, 2019, and it has been filed with the City Secretary of the City of Amarillo; and

WHEREAS, after considering the proposed expenditures, other financial considerations, and public comments, the City Council finds that the proposed budget promotes tourism and the convention and hotel industry in the manner required by state law, and that same should be approved;

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

SECTION 1. That the budget as filed, together with any amendments made in public meeting, for the Amarillo Convention and Visitor Council for the expenditure of hotel/motel occupancy tax for the fiscal year October 1, 2018, to September 30, 2019, be and the same is hereby approved, together with any amendments made in public meeting at which it is considered.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this _____ day of September, 2018.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

YEAR: **Fy2018**
 SCENARIO: **Dept Req**
 FORMAT: **Chamber Columns**

95161 CVC Support
Expenditures Chamber

PERIOD ENDING: **FEB**
 CURRENCY: **USD**
 UNITS: **1**

DESCRIPTION	Actual 2016	Budget FY2017	DeptRequest FY2018
41100 Salaries and Wages	562,886	549,998	477,923
41300 Incentive	25,534	30,000	15,000
41620 Unscheduled	9,923	0	3,000
41860 Chamber Health	93,873	90,000	86,400
41870 Chamber Long Term Care	764	2,000	2,000
42010 Social Security - Medica	8,244	7,975	6,930
42020 Social Security - OASDI	34,645	33,930	29,631
42135 Chamber Retirement	46,440	55,000	47,792
42300 State Unemployment	5,863	5,277	4,317
42310 Federal Unemployment	536	500	500
42400 Workers Compensation	2,207	4,290	3,728
41000 Personal Services	790,915	778,970	677,221
51110 Office Expense	11,296	10,000	8,000
51970 Software	3,325	5,000	0
51000 Supplies	14,621	15,000	8,000
61100 Communications Billing	15,264	15,000	15,000
61200 Postage	16,425	20,000	10,000
63140 Audit Fee	0	10,000	10,000
68620 Computer Equipment	29,183	15,000	15,000
68680 Other Equipment	5,797	5,000	5,000
69100 Rental Land & Buildings	25,152	19,810	19,810
69310 Vehicle Lease	11,444	7,205	8,040
60000 Contractual Services	103,265	92,015	82,850
75200 Mileage	5,032	5,000	5,000
76000 Depreciation	8,926	5,000	7,000
78455 Chamber Finance Fixed OH	61,773	83,979	83,979
78460 Presidents Office OH	128,601	118,533	118,533
78465 General OH	57,557	54,744	54,744
70000 Other Charges	261,889	267,256	269,256
EXPENSES Total Expenses	1,170,690	1,153,241	1,037,327

YEAR: Fy2018
 SCENARIO: Dept Req
 FORMAT: Budget Summary Form

95162 CVC Communications
 Budget Detail

PERIOD ENDING: FEB
 CURRENCY: USD
 UNITS: 1

DESCRIPTION	ACTUAL FY2016	Budgeted FY2017	Dept Request FY2018	Variance	%Variance
8570 FAM/Site Visits	11,401	8,000	7,000	-1,000	(12.5%)
78580 Community Awareness	0	1,000	500	-500	(50.0%)
78600 Professional Organizatio	0	3,550	3,550	0	0.0%
78640 Trade Organizations/Show	0	7,650	3,300	-4,350	(56.9%)
78980 Sales Tools	0	10,600	44,600	34,000	320.8%
79160 Photography	11,425	12,000	11,000	-1,000	(8.3%)
79410 Sales Calls	0	4,000	0	-4,000	(100.0%)
78500 Program Expenses	22,826	46,800	69,950	23,150	49.5%
TEXPENSES Total Expenses	22,826	46,800	46,800	0	0.0%

DESCRIPTION	ACTUAL FY2016	Budgeted FY2017	Dept Request FY2018	Variance	%Variance
78570 FAM/Site Visits	11,401	8,000	7,000	-1,000	(12.5%)
[Entity] Budget Detail Desc.				Total	
[95162] Texas Top to Bottom				3,500	
[95162] Individual				3,500	
Total				7,000	
78580 Community Awareness	0	1,000	500	-500	(50.0%)
[Entity] Budget Detail Desc.				Total	
[95162] Hospitality				500	
Total				500	
78600 Professional Organizatio	0	3,550	3,550	0	0.0%
[Entity] Budget Detail Desc.				Total	
[95162] AAF				800	
[95162] TACVB				1,200	
[95162] TTIA				1,200	
[95162] Historic Route 66 Association				100	
[95162] Partners in Palo Duro				100	
[95162] Texas Outdoor Writers Assn.				150	
Total				3,550	
78640 Trade Organizations/Show	0	7,650	3,300	-4,350	(56.9%)
[Entity] Budget Detail Desc.				Total	
[95162] Public Relations Society of America				300	
[95162] Society of American Travel Writers				3,000	
Total				3,300	
78980 Sales Tools	0	10,600	44,600	34,000	320.8%
[Entity] Budget Detail Desc.				Total	
[95162] Meltwater				14,000	
[95162] Distribion				3,600	
[95162] Simpleview CRM				21,000	
[95162] Simpleview Support				6,000	
Total				44,600	
79160 Photography	11,425	12,000	11,000	-1,000	(8.3%)
[Entity] Budget Detail Desc.				Total	
[95162] Film				1,000	
[95162] AEDC Ambassador's Program				2,000	
[95162] Still photography				2,000	
[95162] Video				6,000	
Total				11,000	
79410 Sales Calls	0	4,000	0	-4,000	(100.0%)
[Entity] Budget Detail Desc.				Total	
[95162] Texas Media Missions				0	
Total				0	

DESCRIPTION	ACTUAL FY2016	Budgeted FY2017	Dept Request FY2018	Variance	%Variance
78500 Program Expenses	22,826	46,800	69,950	23,150	49.5%
TEXPENSES Total Expenses	22,826	46,800	46,800	0	0.0%

YEAR: Fy2018
SCENARIO: Dept Req
FORMAT: Budget Summary Forma

95163 CVC Convention Development
Budget Detail

PERIOD ENDING: FEB
CURRENCY: USD
UNITS: 1

DESCRIPTION	ACTUAL FY2016	Budgeted FY2017	Dept Request FY2018	Variance	%Variance
78570 FAM/Site Visits	1,352	11,000	25,000	14,000	127.3%
78580 Community Awareness	0	10,300	800	-9,500	(92.2%)
78600 Professional Organizatio	0	19,300	14,550	-4,750	(24.6%)
78640 Trade Organizations/Show	0	101,400	88,500	-12,900	(12.7%)
78980 Sales Tools	0	81,150	45,850	-35,300	(43.5%)
79080 Sales Presentations	9,138	23,000	15,000	-8,000	(34.8%)
79090 Specialty Advertising	0	22,300	21,800	-500	(2.2%)
79410 Sales Calls	0	14,000	14,000	0	0.0%
78500 Program Expenses	10,490	282,450	225,500	-56,950	(20.2%)
TEXPENSES Total Expenses	10,490	282,450	243,200	-39,250	(13.9%)

DESCRIPTION	ACTUAL FY2016	Budgeted FY2017	Dept Request FY2018	Variance	%Variance
78570 FAM/Site Visits	1,352	11,000	25,000	14,000	127.3%
[Entity] Budget Detail Desc. Note					Total
[95163] Individual Fam/Site Visits					10,000
[95163] Connect Texas		Fam for 12			15,000
Total					25,000
78580 Community Awareness	0	10,300	800	-9,500	(92.2%)
[Entity] Budget Detail Desc. Note					Total
[95163] ABW		Ashley membership & lunch			500
[95163] AWN		Tina membership, lunch, ad			300
Total					800
78600 Professional Organizatio	0	19,300	14,550	-4,750	(24.6%)
[Entity] Budget Detail Desc. Note					Total
[95163] TACVB		Annual Registration & Travel X 3			5,200
[95163] TACVB		Board Meeting Travel			1,200
[95163] TACVB		Sales Symposium & Blitz X 3			5,250
[95163] TTIA		Tourism College Alumni			1,400
[95163] TTIA		Unity Dinner Travel (DQ & TB)			1,500
Total					14,550
78640 Trade Organizations/Show	0	101,400	88,500	-12,900	(12.7%)
[Entity] Budget Detail Desc. Note					Total
[95163] CMCA		2019 Registration & Travel			4,250
[95163] Connect Faith		2018 Travel			1,400
[95163] Connect Texas		2018 Travel			1,400
[95163] Connect Southwest		2018 Travel			2,000
[95163] Connect Texas		2019 Registration & Sponsorship			14,250
[95163] NASC		2019 Symposium & CSEE			9,000
[95163] PYM Live		2 events TBD FY 2018-2019			10,000
[95163] RCMA		2019 Registration, Sponsorship & Travel			6,800
[95163] Rendezvous South		2019 Registration, Travel & Sponsorship			9,500
[95163] Southwest Showcase		2019 Travel & 2020 Sponsorship			7,200
[95163] TSAE		2019 Sponsorship Package			15,000
[95163] TSAE		2019 Events & Membership			7,700
Total					88,500
78980 Sales Tools	0	81,150	45,850	-35,300	(43.5%)
[Entity] Budget Detail Desc. Note					Total
[95163] Backyard Marketing		Prospecting SAS			8,000
[95163] BlueBuzzard		Proposal Path \$169/mo			2,250
[95163] Cvent		1-Diamond Package/lowest			6,000
[95163] DMAI Tools		MINT & EICs			12,850
[95163] IMM		Prospecting program + Print			16,000
[95163] TxMet		Renewal			750
Total					45,850

DESCRIPTION	ACTUAL FY2016	Budgeted FY2017	Dept Request FY2018	Variance	%Variance
79080 Sales Presentations	9,138	23,000	15,000	-8,000	(34.8%)
[Entity] Budget Detail Desc. Note Total					
[95163] Anticipated					10,000
[95163] NPA Bid Pres					0
[95163] Planner Event					5,000
Total					15,000
79090 Specialty Advertising	0	22,300	21,800	-500	(2.2%)
[Entity] Budget Detail Desc. Note Total					
[95163] Promo Items					14,300
[95163] Special Event					500
[95163] Special Event					2,000
[95163] Special Event					2,000
[95163] Special Event					1,800
[95163] Apparel					1,200
Total					21,800
79410 Sales Calls	0	14,000	14,000	0	0.0%
[Entity] Budget Detail Desc. Note Total					
[95163] Local Calls					5,000
[95163] Out of Market					9,000
Total					14,000
78500 Program Expenses	10,490	282,450	225,500	-56,950	(20.2%)
EXPENSES Total Expenses	10,490	282,450	243,200	-39,250	(13.9%)

DESCRIPTION	ACTUAL FY2016	Budgeted FY2017	Dept Request FY2018	Variance	%Variance
78570 FAM/Site Visits	1,812	2,000	8,000	6,000	300.0%
78580 Community Awareness	0	200	200	0	0.0%
78600 Professional Organizatio	0	3,500	5,000	1,500	42.9%
78640 Trade Organizations/Show	0	2,000	0	-2,000	(100.0%)
78980 Sales Tools	203	11,500	11,500	0	0.0%
79090 Specialty Advertising	545	33,000	20,550	-12,450	(37.7%)
79110 Financial Assistance	109	0	6,050	6,050	100.0%
79320 Transportation	3,035	10,000	10,000	0	0.0%
78500 Program Expenses	5,705	62,200	61,300	-900	(1.4%)
TEXPENSES Total Expenses	5,705	62,200	62,200	0	0.0%

DESCRIPTION	ACTUAL FY2018	Budgeted FY2017	Dept Request FY2018	Variance	%Variance
78570 FAM/Site Visits	1,812	2,000	8,000	6,000	300.0%
[Entity] Budget Detail Desc.			Total		
[95164] Attendance Booster TCAA - Galveston			1,500		
[95164] Attendance Booster - TLFFRA - Temple, TX			2,500		
[95164] Attendance Booster - NPA Myrtle Beach			2,000		
[95164] TACVB Marketing Symposium Site			2,000		
Total			8,000		
78580 Community Awareness	0	200	200	0	0.0%
78600 Professional Organizatio	0	3,500	5,000	1,500	42.9%
[Entity] Budget Detail Desc.			Total		
[95164] ESPA			3,500		
[95164] TACVB Annual			1,500		
Total			5,000		
78640 Trade Organizations/Show	0	2,000	0	-2,000	(100.0%)
78980 Sales Tools	203	11,500	11,500	0	0.0%
[Entity] Budget Detail Desc.			Total		
[95164] Nametag material			3,000		
[95164] Pens 10000			3,500		
[95164] Plastic welcome bags			3,000		
[95164] Note pads			2,000		
Total			11,500		
79090 Specialty Advertising	545	33,000	20,550	-12,450	(37.7%)
[Entity] Budget Detail Desc.			Total		
[95164] Attendee VIP bags			3,000		
[95164] Bandannas			4,000		
[95164] VIP Welcome TLFFRA			2,000		
[95164] VIP Welcome NJBRA			500		
[95164] VIP snacks			2,000		
[95164] VIP Gifts - wine			500		
[95164] VIP Gifts - local coffee			500		
[95164] Rain ponchos			1,000		
[95164] Koozies			2,500		
[95164] Lanyards			2,000		
[95164] Lens cloths			1,000		
[95164] Coffee mugs			1,000		
[95164] Prime Service Award			150		
[95164] Prime Service giveaways			200		
[95164] Servicing logo attire			200		
Total			20,550		
79110 Financial Assistance	109	0	6,050	6,050	100.0%
[Entity] Budget Detail Desc.			Total		
[95164] Panhandle Press			300		
[95164] Kids Inc.			500		
[95164] Run for the Wall			250		
[95164] TLFFRA Fire Fighters sponsorship			5,000		
Total			6,050		

YEAR: FY2018
SCENARIO: Dept Req
FORMAT: Budget Summary Forma

95164 CVC Convention Services
Budget Detail

PERIOD ENDING: FEB
CURRENCY: USD
UNITS: 1

DESCRIPTION	ACTUAL FY2016	Budgeted FY2017	Dept Request FY2018	Variance	%Variance
79320 Transportation	3,036	10,000	10,000	0	0.0%
78500 Program Expenses	5,705	62,200	61,300	-900	(1.4%)
TEXPENSES Total Expenses	5,705	62,200	62,200	0	0.0%

DESCRIPTION	ACTUAL FY2016	Budgeted FY2017	Dept Request FY2018	Variance	%Variance
/8570 FAM/Site Visits	272	1,000	1,000	0	0.0%
78580 Community Awareness	0	3,500	3,000	-500	(14.3%)
78600 Professional Organizatio	0	25,945	17,410	-8,535	(32.9%)
78640 Trade Organizations/Show	0	27,290	23,545	-3,745	(13.7%)
78650 Consumer Shows	0	6,400	3,750	-2,650	(41.4%)
78680 TIA/POW WOW	0	10,000	10,000	0	0.0%
78740 National Tourism Week	0	2,000	2,000	0	0.0%
78960 Misc Meetings	235	500	500	0	0.0%
78970 Tour Development	1,508	2,500	2,000	-500	(20.0%)
79090 Specialty Advertising	0	4,200	3,200	-1,000	(23.8%)
79170 Literature	0	76,000	62,500	-13,500	(17.8%)
79190 Certified Display	0	17,000	14,500	-2,500	(14.7%)
79220 Airport Booth	0	1,000	7,000	6,000	600.0%
79410 Sales Calls	0	1,000	1,000	0	0.0%
78500 Program Expenses	2,015	178,335	151,405	-26,930	(15.1%)
TEXPENSES Total Expenses	2,015	178,335	151,405	-26,930	(15.1%)

DESCRIPTION	ACTUAL FY2016	Budgeted FY2017	Dept Request FY2018	Variance	%Variance
78570 FAM/Site Visits	272	1,000	1,000	0	0.0%
78580 Community Awareness	0	3,500	3,000	-500	(14.3%)

[Entity] Budget Detail Desc.	Total
[95165] Yellow City Certified x2	3,000
Total	3,000

78600 Professional Organizatio	0	25,945	17,410	-8,535	(32.9%)
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[Entity] Budget Detail Desc.	Total
[95165] TTIA-	0
[95165] Membership dues	2,625
[95165] Summit Registration	455
[95165] Summit Travel	1,200
[95165] Unity (Gary, Kashion)	1,800
[95165] Unity (Tables, Sponsorship)	4,600
[95165] TTC Registration	795
[95165] TTC Travel	2,000
[95165] USTA Membership	2,400
[95165] TAVB Reg (Braley)	335
[95165] TACVB Travel (Braley)	1,200
Total	17,410

78640 Trade Organizations/Show	0	27,290	23,545	-3,745	(13.7%)
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[Entity] Budget Detail Desc.	Total
[95165] SCMA Membership	200
[95165] NTA	0
[95165] Membership	750
[95165] Registration	1,595
[95165] Team Texas Coop	850
[95165] Travel	2,400
[95165] ABA	0
[95165] Membership	665
[95165] Registration	1,595
[95165] Team Texas Coop	800
[95165] Beef Jerky for booth	1,500
[95165] Travel	2,000
[95165] Travel Alliance Partners	0
[95165] Guild dues	3,500
[95165] Registration	1,595
[95165] Sponsorship	500
[95165] Travel	1,800
[95165] Select Travel Menmbership	395
[95165] TTCC/Travel Fair	0
[95165] Reg for both (Braley)	700
[95165] Promo Items	1,500
[95165] Travel	1,200
Total	23,545

78650 Consumer Shows	0	6,400	3,750	-2,650	(41.4%)
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[Entity] Budget Detail Desc.	Total
[95165] Albuquerque Balloon Fiesta	0
[95165] Team Texas Coop	750
[95165] Travel (Kashion, Braley)	3,000
Total	3,750

YEAR: Fy2018
 SCENARIO: Dept Req
 FORMAT: Budget Summary Form

95165 CVC Tourism
 Budget Detail

PERIOD ENDING: FEB
 CURRENCY: USD
 UNITS: 1

DESCRIPTION	ACTUAL FY2016	Budgeted FY2017	Dept Request FY2018	Variance	%Variance
78680 TIA/POW WOW	0	10,000	10,000	0	0.0%
[Entity] Budget Detail Desc. Total					
[95165] IPW			0		
[95165] Registration			2,000		
[95165] Travel			3,000		
[95165] Sponsorship			5,000		
Total			10,000		
78740 National Tourism Week	0	2,000	2,000	0	0.0%
[Entity] Budget Detail Desc. Total					
[95165] Partners Events			1,200		
[95165] Travel Rally Lunch			800		
Total			2,000		
78960 Misc Meetings	235	500	500	0	0.0%
78970 Tour Development	1,508	2,500	2,000	-500	(20.0%)
[Entity] Budget Detail Desc. Total					
[95165] Capstone project			2,000		
Total			2,000		
79090 Specialty Advertising	0	4,200	3,200	-1,000	(23.8%)
[Entity] Budget Detail Desc. Total					
[95165] promo for sales calls/shows			3,000		
[95165] Logo Braley/Kashion 4 each			200		
Total			3,200		
79170 Literature	0	76,000	62,500	-13,500	(17.8%)
[Entity] Budget Detail Desc. Total					
[95165] Collateral			500		
[95165] Visitor Guides			62,000		
Total			62,500		
79190 Certified Display	0	17,000	14,500	-2,500	(14.7%)
[Entity] Budget Detail Desc. Total					
[95165] Contracted distribution			14,500		
Total			14,500		
79220 Airport Booth	0	1,000	7,000	6,000	600.0%
[Entity] Budget Detail Desc. Total					
[95165] Interactive kiosk and software			7,000		
Total			7,000		
79410 Sales Calls	0	1,000	1,000	0	0.0%
78500 Program Expenses	2,015	178,335	151,405	-26,930	(15.1%)
EXPENSES Total Expenses	2,015	178,335	151,405	-26,930	(15.1%)

YEAR: Fy2018
SCENARIO: Dept Req
FORMAT: Budget Summary Forma

95167 CVC Arts
Budget Detail

PERIOD ENDING: FEB
CURRENCY: USD
UNITS: 1

DESCRIPTION	ACTUAL FY2016	Budgeted FY2017	Dept Request FY2018	Variance	%Variance
41100 Salaries and Wages	84	0	0	0	0.0%
41860 Chamber Health	-22	0	0	0	0.0%
42010 Social Security - Medica	1	0	0	0	0.0%
42020 Social Security - OASDI	5	0	0	0	0.0%
42135 Chamber Retirement	10	0	0	0	0.0%
41000 Personal Services	78	0	0	0	0.0%
78790 Golden Nail	13,456	13,500	13,500	0	0.0%
79020 Community Relations	341	500	500	0	0.0%
79140 Arts Project	77,500	80,000	80,000	0	0.0%
79150 Media Advertising	0	250	250	0	0.0%
78500 Program Expenses	91,297	94,250	94,250	0	0.0%
TEXPENSES Total Expenses	91,375	94,250	94,250	0	0.0%

	ACTUAL	Budgeted	Dept Request	Variance	%Variance
DESCRIPTION	FY2016	FY2017	FY2018		
78530 Special Projects	500	0	0	0	0.0%
78580 Community Awareness	17,564	3,000	2,000	-1,000	(33.3%)
78600 Professional Organizatio	76,741	1,000	28,080	27,080	2708.0%
78640 Trade Organizations/Show	113,950	0	2,000	2,000	100.0%
78650 Consumer Shows	9,859	0	0	0	0.0%
78680 TIA/POW WOW	4,625	0	0	0	0.0%
78740 National Tourism Week	1,344	0	0	0	0.0%
78980 Sales Tools	196,800	94,317	99,200	4,883	5.2%
79090 Specialty Advertising	25,972	0	0	0	0.0%
79170 Literature	62,256	0	0	0	0.0%
79190 Certified Display	16,110	0	0	0	0.0%
79200 Ad Production	35,360	35,000	35,000	0	0.0%
79230 Advertising	418,836	219,490	161,340	-58,150	(26.5%)
79410 Sales Calls	4,573	0	0	0	0.0%
78500 Program Expenses	984,491	352,807	327,620	-25,187	(7.1%)
TEXPENSES Total Expenses	984,491	352,807	352,807	0	0.0%

DESCRIPTION	ACTUAL FY2016	Budgeted FY2017	Dept Request FY2018	Variance	%Variance
78530 Special Projects	500	0	0	0	0.0%
78580 Community Awareness	17,564	3,000	2,000	-1,000	(33.3%)
[Entity] Budget Detail Desc.			Total		
[95168] Local hosting			2,000		
Total			2,000		
78600 Professional Organizatio	76,741	1,000	28,080	27,080	2708.0%
[Entity] Budget Detail Desc.			Total		
[95168] ASAE			500		
[95168] TID			20,000		
[95168] TACVB			1,075		
[95168] THLA			400		
[95168] DI			4,250		
[95168] TTRA			405		
[95168] Rotary			1,450		
Total			28,080		
78640 Trade Organizations/Show	113,950	0	2,000	2,000	100.0%
[Entity] Budget Detail Desc.			Total		
[95168] TTIA Travel Summit			1,000		
[95168] TTIA Unity Dinner			1,000		
Total			2,000		
78650 Consumer Shows	9,859	0	0	0	0.0%
78680 TIA/POW WOW	4,625	0	0	0	0.0%
78740 National Tourism Week	1,344	0	0	0	0.0%
78980 Sales Tools	196,800	94,317	99,200	4,883	5.2%
[Entity] Budget Detail Desc.			Total		
[95168] Adara			17,500		
[95168] Smlth Travel Research			8,280		
[95168] Simplefeeds			600		
[95168] Visit Widget			4,300		
[95168] Simpleview CMS			24,500		
[95168] Utrip			9,000		
[95168] Airport data			3,000		
[95168] AirDNA			4,800		
[95168] Web refreshing			27,220		
Total			99,200		
79090 Specialty Advertising	25,972	0	0	0	0.0%
79170 Literature	62,256	0	0	0	0.0%
79190 Certified Display	16,110	0	0	0	0.0%
79200 Ad Production	35,360	35,000	35,000	0	0.0%
79230 Advertising	418,836	219,490	161,340	-58,150	(26.5%)
[Entity] Budget Detail Desc.			Total		
[95168] Burkett Outdoor			18,600		
[95168] Madden Media			100,000		
[95168] Texas Parks and Wildlife			6,000		
[95168] Texas Town and City			1,300		
[95168] Texas Highways			2,740		
[95168] Texas State Travel Guide			7,700		
[95168] TripAdvisor			25,000		

Total	161,340
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DESCRIPTION	ACTUAL FY2016	Budgeted FY2017	Dept Request FY2018	Variance	%Variance
79410 Sales Calls	4,573	0	0	0	0.0%
78500 Program Expenses	984,491	352,807	327,820	-25,187	(7.1%)
TEXPENSES Total Expenses	984,491	352,807	352,807	0	0.0%

YEAR: **Fy2018**
SCENARIO: **Dept Req**
FORMAT: **Budget Summary Forma**

95169 CVC Special Projects
Budget Detail

PERIOD ENDING: **FEB**
CURRENCY: **USD**
UNITS: **1**

DESCRIPTION	ACTUAL FY2016	Budgeted FY2017	Dept Request FY2018	Variance	%Variance
. 8530 Special Projects	26,297	25,000	15,000	-10,000	(40.0%)
79110 Financial Assistance	10,000	21,800	0	-21,800	(100.0%)
78500 Program Expenses	36,297	46,800	15,000	-31,800	(67.9%)
TEXPENSES Total Expenses	36,297	46,800	46,800	0	0.0%

DESCRIPTION	ACTUAL FY2016	Budgeted FY2017	Dept Request FY2018	Variance	%Variance
78530 Special Projects	26,297	25,000	15,000	-10,000	(40.0%)
[Entity] Budget Detail Desc. Note Total					
[95169] Amarillo Bulls					5,000
[95169] Amarillo Venom					5,000
[95169] Texas ProKart Challenge		5000			5,000
Total					15,000
79110 Financial Assistance	10,000	21,800	0	-21,800	(100.0%)
78500 Program Expenses	36,297	46,800	15,000	-31,800	(67.9%)
TEXPENSES Total Expenses	36,297	46,800	46,800	0	0.0%