

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, AUGUST 14, 2018 AT 4:30 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 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.

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
 - (2) Presentation of Senior Services initial Infrastructure and Programming Report;
 - (3) Reports and updates from City Councilmembers serving on outside Boards:
Beautification and Public Arts Advisory Board; and
 - (4) Consider future Agenda items and request reports from City Manager.

REGULAR MEETING ITEMS

INVOCATION: Rev. Andrew Herbert, Paramount Baptist Church

PUBLIC COMMENT: Citizens who desire to address the City Council with regard to matters on the agenda or having to do with the City's policies, programs, or services will be received at this time. The total time allotted for comments is 30-minutes with each speaker limited to three (3) minutes. City Council may not discuss items not on this agenda, but may respond with factual, established policy information, or refer to staff. The City Council may choose to place the item on a future agenda.
(Texas Attorney General Opinion: JC-0169.)

1. **CONSENT AGENDA:**

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 of the regular meeting held on August 7, 2018.

B. **ORDINANCE NO. 7748:**

(Contact: Sherry Bailey, Senior Planner)

This is the second and final reading of an ordinance to rezone a 5-acre portion of Lot 1, Block 24, Westcliff Park Unit No 51, in Section 25, Block 9, BS&F Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Planned Development - 55 (PD-55) to Planned Development - 55 Amended (PD-55A).

- C. **AWARD – OFFICE SUPPLIES ANNUAL CONTRACT:**
(Contact: Trent Davis, Purchasing Agent)
Award to Officewise/Navajo Office Products -- Amount not to exceed \$275,000.00
This award is to approve a contract for the purchase of office supplies.
- D. **AWARD – CONSTRUCTION SUPPLIES ANNUAL CONTRACT:**
(Contact: Trent Davis, Purchasing Agent)
Award to Lowes Home Centers and Home Depot – Amount not to exceed \$68,500.00
This award is to approve a contract for the purchase of construction supplies.
- E. **AWARD – ASBESTOS CONSULTING SERVICES:**
(Contact: Trent Davis, Purchasing Agent)
Award to the best-evaluated proposer, Compliance Sampling & Analysis in the estimated amount of \$75,000.00
This proposal is for the asbestos consulting services for the Airport, Building Safety, Community Development and Facilities Departments.
- F. **AWARD – PRINT COMMUNICATIONS ANNUAL CONTRACT TO AMARILLO GLOBE NEWS AND MORRIS COMMUNICATIONS:**
(Contact: Trent Davis, Purchasing Agent)
Amount not to exceed \$115,998.37
This is to award an advertising annual contract – RFP to Amarillo Globe News & Morris Communications for advertising requirements for various departments.
- G. **AWARD – VACCINE ANNUAL CONTRACT:**
(Contact: Trent Davis, Purchasing Agent)
Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) – Amount not to exceed -- \$412,177.00
This item awards the vaccine annual contract for vaccine for various departments.
- H. **APPROVAL -- PARKING SERVICES AGREEMENT WITH PARKMOBILE, LLC TO PROVIDE MOBILE PARKING SERVICES FOR THE DOWNTOWN AREA:**
(Contact: Andrew Freeman, Director of Planning & Development Services)
This item approves a three year agreement with Parkmobile, LLC with automatic one year renewals which may be cancelled with at least sixty days' notice prior to the end of the current term. As part of the agreement, Parkmobile would receive a current rate of \$0.25 per transaction charge from users of the mobile parking system.
- I. **APPROVAL – AMARILLO MEDIA SYSTEMS:**
(Contact: Chip Orton, Emergency Management Coordinator)
Amarillo Media Systems -- \$134,440.00
This item is to approve a contract with Amarillo Media Systems to replace the audio-visual control system in the Emergency Operations Center. The current system is inoperable.
- J. **CONSIDER -- VIA AIRLINES AIRPORT USE AND LEASE AGREEMENT:**
(Contact: Michael Conner, Director of Aviation)
This agreement between the City of Amarillo and VIA Airlines is the standard airport use & lease agreement for all signatory airlines operating at the Rick Husband Amarillo International Airport. This agreement package also includes the standard amendment 1, which provides the fee incentives to the airline, and standard amendment 2, which modifies two terms of the use & lease agreement to meet the overall agreement standards.

K. **ACCEPTANCE – TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT – STEP COMPREHENSIVE GRANT:**

(Contact: Sgt. Wes Hill, Amarillo Police Department)

Grantor: Texas Department of Transportation

Grant Amount: \$152,926.00

Match Amount: \$ 38,756.51

Total Awarded: \$191,682.51

This item accepts the Fiscal Year 2019 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources to fund patrol and enforcement of speed enforcement, occupant protection (seatbelt and child safety seats) distracted driving and Driving While Intoxicated (DWI) offenses.

REGULAR AGENDA

2. **PRESENTATION:**

(Contact: Russell Grubbs, Director of Utilities)

Artwork winners announced for the City's 2018 Every Drop Counts Calendar.

3. **PUBLIC HEARING – DISCUSS AND CONSIDER PROPOSED TAX RATE:**

This item is to discuss and consider the proposed tax rate for maintenance and operation and debt service for the proposed 2018/2019 City of Amarillo fiscal budget.

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 10th day of August 2018.

Amarillo City Council meetings 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 7th day of August 2018, the Amarillo City Council met at 4:00 p.m. for a work session, and the regular session was held at 5:00 p.m. 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

The invocation was given by Greg Dowell, Central Church of Christ. Mayor Nelson led the Pledge of Allegiance.

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

PUBLIC COMMENT:

Zane Oliver, 4508 Greenwich Place, commented on Item 4. He stated he has had the opportunity to speak with Andrew Freeman and Cris Valverde and both are very efficient and have always found solutions. Noah Dawson, 1133 Sugarloaf Drive, stated there are always ways City Council could improve their leadership, and a bad example was dealing with the City's homelessness issues. He stated the City of Canyon's Council seemed to listen to the citizens and discussed the homeless issues with open minds. He also spoke on the possibilities of moving the time of the meetings. Jill Humphrey, 7714 Pineridge Drive, thanked Mayor Nelson for reaching out to her. She spoke on Austin's no-kill shelter. She inquired if City Council knew that animals are euthanized even when there was space available. She also presented Council with copies of a summary of a study released on October 2016. Paige Ballard, 2900 South Dallas Street, presented a handout concerning a social media post by a local resident who witnessed a neighbor abusing an animal. She stated she understood there was an ongoing investigation. She stated on Monday AM&W did a welfare check. The dog was emaciated and evaluated, and it was determined she would be best served by being euthanized. Ms. Ballard asked for a full investigation into the entire case. James Schenck, 6216 Gainsborough Street, questioned the amount of money in reserves. Michelle Bonner replied to this question. Mayor Nelson spoke on the bond ratings and the low interest rates the City receives. Mr. Schenck spoke on the amount of open records requests the City receives and making information available on the City's website. He also spoke on the possibility of changing the City Council's meeting times. Wendy Staetz, 2101 South Tyler Street, stated the veterinarian at the Humane Society was refusing shots, spay and neuter. She also suggested a required registration of animals or a fine to reduce the animal population, and a possible no-kill shelter. There were no further comments.

ITEM 1: 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 Hays.

A. **MINUTES:**

Approval of the City Council minutes of the regular meeting and special meeting held on July 31, 2018.

B. **ORDINANCE NO. 7747:**

(Contact: Sherry Bailey, Senior Planner)

This is the second and final reading of an ordinance rezoning a portion of Block 237, Plemons Addition out of Section 170, Block 2, AB&M Survey, Amarillo, Texas, to amend an existing Planned Development District (PD-257) modifying the existing stipulations for 1706 South Polk Street. (Vicinity: 17th Avenue and Polk Street.)

C. **CONSIDER – CANOPY ASSEMBLY REPLACEMENT FOR SIX PASSENGER BOARDING BRIDGES:**

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

Awarded to: ERMCA Aviation, LLC -- \$91,180.00

This item is the award of the bid for the removal and replacement of all six (6) canopy assemblies for Passenger Boarding Bridges.

D. **APPROVAL -- METROPOLITAN PLANNING ORGANIZATION CONTRACT:**

(Contact: Travis Muno, MPO Administrator)

This item is to approve a planning contract between the City of Amarillo, Texas Department of Transportation and the Amarillo Metropolitan Planning Organization for carrying out the metropolitan planning process.

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.

REGULAR AGENDA

ITEM 2: The Amarillo Independent School District Gifted and Talented Students presented their ideas on transportation and disc golf to help improve Amarillo.

ITEM 3: Mayor Nelson presented the first reading of an ordinance rezoning a 5-acre portion of Lot 1, Block 24, Westcliff Park Unit No 51, in Section 25, Block 9, BS&F Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Planned Development - 55 (PD-55) to Planned Development - 55 Amended (PD-55A). This item was presented by Sherry Bailey, Senior Planner. Mayor Nelson opened a public hearing. There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that the following captioned ordinance be passed:

ORDINANCE NO. 7748

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 TASCOSA ROAD., 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 4: Mayor Nelson presented a resolution approving an update to the City's Organizational Structure, last updated in November 2016, to reflect current reporting responsibilities, assimilation of the duties of the two offices (Strategic Initiatives and Economic Development), and combining planning and economic development into a new department to be titled Planning and Development Services. This item was presented by Floyd Hartman, Assistant City Manager. Motion was made by Councilmember Powell, seconded by Councilmember Hays, that the following captioned resolution be approved:

RESOLUTION NO. 08-07-18-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: TO REORGANIZE THE CITY GOVERNMENT ORGANIZATIONAL STRUCTURE TO PROVIDE FOR MORE ECONOMICAL AND EFFICIENT GOVERNMENT SERVICES;

PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR 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 5: Mayor Nelson presented a resolution authorizing a settlement agreement between the Alliance of XCEL Municipalities (AXM) and Southwestern Public Service (SPS) regarding the company's intent to change electric. This item was presented by Jared Miller, City Manager. David Hudson, President of SPS also spoke on this item. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following captioned resolution be approved:

RESOLUTION NO. 08-07-18-2

A RESOLUTION OF THE CITY OF AMARILLO APPROVING A SETTLEMENT AGREEMENT BETWEEN THE ALLIANCE OF XCEL MUNICIPALITIES ("AXM") AND SOUTHWESTERN PUBLIC SERVICE COMPANY ("SPS" OR "COMPANY") REGARDING THE COMPANY'S STATEMENT OF INTENT TO CHANGE ELECTRIC RATES IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; REQUIRING REIMBURSEMENT OF THE CITY'S RATE CASE EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETING ACT; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

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 6: Mr. McWilliams advised at 6:13 p.m. that the City Council would convene in Executive Session per Texas Government Code (1) Section 551.087 - Deliberation regarding economic development negotiations; discussion regarding 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 #18-07 in the vicinity of Southeast 3rd Avenue and South Pierce Street. (2) Section 551.072 - Deliberation regarding real property; discussion regarding purchase, exchange, lease or value of real property: (a) City Economic Development Project #18-07 in the vicinity of Southeast 3rd Avenue and South Pierce Street.

Mr. McWilliams announced that the Executive Session was adjourned at 7:11 p.m. and recessed the Regular Meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

B



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 14, 2018	Council Priority	Economic Development and Redevelopment
Department Contact	Planning Sherry Bailey, Senior Planner		

Agenda Caption

Ordinance No. _____

This is the second and final reading of an ordinance to rezone a 5 acre portion of Lot 1, Block 24, Westcliff Park Unit No 51, in Section 25, Block 9, BS&F Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Planned Development - 55 (PD-55) to Planned Development - 55 Amended (PD-55A)

Agenda Item Summary

Area Characteristics

The adjacent zoning consists of Planned Development – 55 (PD-55) to the north, east and west with Residential District – 1 (R-1) to the south.

The land use to the west, east and south is a mixture of commercial offices and churches with single family residential to the west.

Proposal

The applicant is wanting to rezone the property by amending the planned development master plan to allow a light commercial farm and home supply with outdoor storage (Tractor Supply) The original Master Plan shows this area as multiple family. However, the master plan for this Planned Development has been amended over 25 times since its creation in 1981.

Analysis

When a rezoning request is received staff immediately turns to the 2010 City of Amarillo adopted Comprehensive Plan. The area in question is identified as a Business Park development area. That would include office, medical and technology/research uses. There is also room for limited light industrial uses, i.e. warehousing/distribution, but they must be well screened and in buildings with enhanced architectural design. There is also room for limited retail commercial to serve the local business park workers and visitors. Given the nature of Tractor Supply a case could be made for using the light industrial use designation and the screening and landscape requirements. When staff talked with the applicant’s representatives they agreed to move the front exterior sales display area to the side of the business and to place it in front of the enclosed merchandise area. If the Council reviews the site plan and landscape plan you will see where the applicant has included a landscape plan that screens the industrial look of the building and provides a pleasing green buffer area to the road. This proposal will effectively soften the more utilitarian look of the store and present a neighborhood

Amarillo City Council

Agenda Transmittal Memo



pleasing approach to the facility.

Directly to the southwest of this lot the Future Land Use Map has the corner between Plum Creek Dr. and Tascosa Rd. as a General Commercial use. That accommodates a wide range of commercial, retail and service uses at varying levels of intensity and scale. The proposed Tractor Supply request being directly next door becomes a logical extension of the commercial and light industrial uses that can reasonably fit within this area with accommodations for the Outdoor sales area being moved to the side and the landscape buffer.

With the Planned Development-55 zoning amendment request process it allows the City Council to approve the request based on the accommodations the applicant is willing to make to meet the intent of the City's Comprehensive Plan.

Requested Action

After review by city staff and considering the accommodations made by the applicant, and with the Planning Commission's unanimous recommendation for approval, Planning staff believes the applicant's request is appropriate and recommends approval as proposed.

Planning & Zoning Commission July 22, 2018 Meeting Draft Minutes

Sherry Bailey, Senior Planner, presented this item, and advised that the applicant is requesting a zone change from Planned Development 55 (PD-55) to Planned Development 55 Amended (PD-55A) to allow a heavy commercial farm and home supply with outdoor storage (Tractor Supply). Ms. Bailey ended the presentation with a staff recommendation of approval.

Chairman Parker asked if anyone wanted to speak in favor or against this item. No comments were made.

A motion to approve Z-18-15 was made by Commissioner Ford, seconded by Commissioner Thomason, and carried unanimously.

Community Engagement Summary

Notices have been sent out to 11 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has not received any comments regarding this request, either in favor of or in opposition to the request.

A public hearing was held by the Planning & Zoning Commission on July 30, 2018. Only the applicant appeared on this application.

Amarillo City Council

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Items Attached

Ordinance
Map exhibits
Site exhibit
Pictures

ORDINANCE NO. 7748

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 A CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF PLUM CREEK DR. & TASCOSA RD., POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the "Amarillo Comprehensive Plan" on October 12, 2010, which established guidelines in the future development of the community for the purpose of promoting the health, safety, and welfare of its citizens; and

WHEREAS, the Amarillo Municipal Code established zoning districts and regulations in accordance with such land use plan, and proposed changes must be submitted to the Planning and Zoning Commission; and

WHEREAS, the area characteristics for Planned Development – 55 (PD-55) includes being adjacent to General Commercial use with the area transitioning into a development of a Business Park in accordance with the City's Future Land Use plan; and

WHEREAS, after a public hearing before the Planning and Zoning Commission for proposed zoning changes on the property hereinafter described, the Commission filed its final recommendation and report on such proposed zoning changes with the City Council; and

WHEREAS, the City Council has considered the final recommendation and report of the Planning and Zoning Commission and has held public hearings on such proposed zoning changes, all as required by law; and

WHEREAS, the City Council further determined that the request to rezone the location indicated herein is consistent with the goals, policies, and future land use map of the Comprehensive Plan for the City of Amarillo, Texas.

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

SECTION 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. The zoning map of the City of Amarillo adopted by Section 4-10 of the Amarillo Municipal Code and on file in the office of the Planning Director is hereby amended to reflect the following zoning use changes:

Rezoning of a 5 acre portion of Lot 1, Block 24, Westcliff Park, Unit No 51, in Section 25, Block 9, BS&F Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Planned Development - 55 (PD-55) to Planned Development - 55 Amended (PD-55A).

SECTION 3. In the event this ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the ordinance, and such remaining portions shall continue to be in full force and effect. The Director of Planning is authorized to make corrections and minor changes to the site plan or development documents to the extent that

such does not materially alter the nature, scope, or intent of the approval granted by this ordinance.

SECTION 4. All ordinances and resolutions or parts thereof that conflict with this Ordinance are hereby repealed, to the extent of such conflict.

SECTION 5. This ordinance shall become effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 7th day of August, 2018 and **PASSED** on Second and Final Reading on this the 14th day of August, 2018.

Ginger Nelson, Mayor

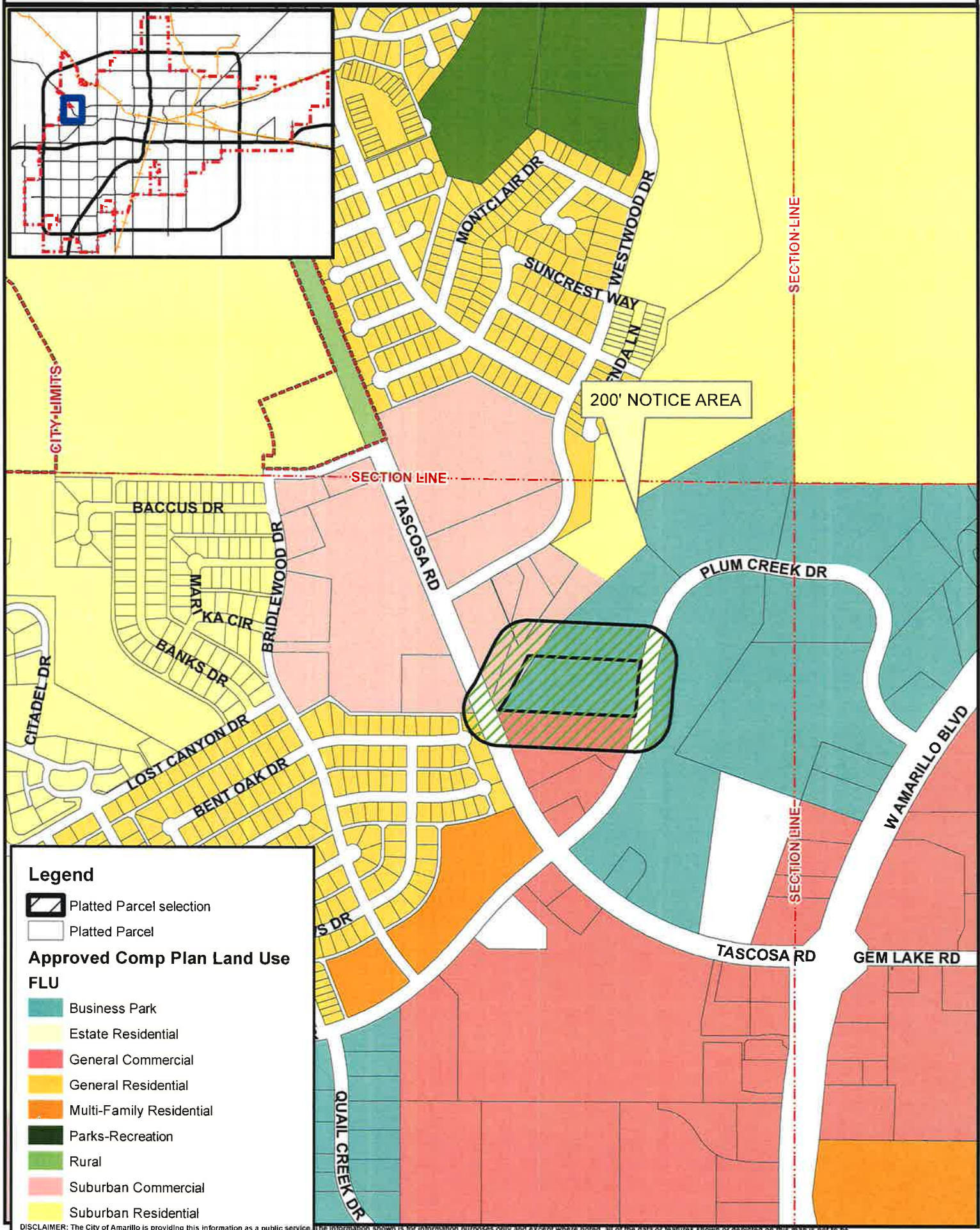
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
Interim City Attorney

Z-18-15
FUTURE LAND USE



[illegible]

DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be

[illegible]

C



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 14, 2018	Council Priority	Fiscal Responsibility
Department	Various Departments		
Contact	Trent Davis		

Agenda Caption

Award – Office Supplies Annual Contract

Award to Office Wise/ Navajo Office Products in the amount not to exceed \$275,000.00

Office Supplies Supplies Annual Contract awarded to Office Wise/Navajo Office Products off of the TexBuy Purchasing Cooperative RFP #018-001.

This award is to approve a contract for the purchase of Office Supplies

Agenda Item Summary

Award of Office Supplies to be used by various City Departments in their daily office duties.

Requested Action

Consider approval and award for theOffice Supplies Annual Contract

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

D



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 14, 2018	Council Priority	Fiscal Responsibility
Department	Various Departments		
Contact	Trent Davis		

Agenda Caption

Award – Construction Supplies Annual Contract

Award to Lowes Home Centers and Home Depot in an not to exceed amount of \$68,500.00

Construction Supplies Annual Contract awarded to Lowes Home Centers through The Cooperative Purchasing Network (TCPN) Blanket Purchase Agreement R142104 and Home Depot through US Communities Contract#16154

This award is to approve a contract for the purchase of Construction Supplies

Agenda Item Summary

Award of Construction Supplies to be used by various City Departments in their daily duties to repair, and maintain buildings and equipment for the City.

Requested Action

Consider approval and award for the Construction Supplies Annual Contract

Funding Summary

Funding for this award is available in the department’s various R&M Improvement Accounts:
54110.68101,52200.68100,52210.68100,52220.68100,1252.68100,1820.51200,52270.51200,
52260.68300

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

TCPN CONTRACT#:R142104

Line Number				Quantity
1	150 10	Construction Materials (Not Otherwise Classified)		1.00
	LOWES			
Vendor Number	Name	Unit Cost	Extended Price	
390225	HOME DEPOT THE	34,250.0000	34,250.00	
462556	LOWE'S PRO SERVICES	34,250.0000	34,250.00	

Line Number				Quantity
2	150 10	Construction Materials (Not Otherwise Classified)		1.00
HOME DEPOT				
Vendor Number	Name	Unit Cost	Extended Price	
390225	HOME DEPOT THE	34,250.0000	34,250.00	
462556	LOWE'SPRO SERVICES	34,250.0000	34,250.00	

E



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 14, 2018	Council Priority	Fiscal Responsibility
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Department	Trent Davis – Purchasing Agent
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Agenda Caption

Award – Asbestos Consulting Services

Award to the best-evaluated proposer, Compliance Sampling & Analysis in the estimated amount of \$75,000.

Agenda Item Summary

This proposal is for the Asbestos Consulting Services for the Airport, Building Safety, Community Development and Facilities Departments.

Requested Action

Request the Council’s approval

Funding Summary

No State or Federal Funds will be used for this purchase.

Funds used from the departments’ Professional Services account.

Community Engagement Summary

N/A

Staff Recommendation

City Staff recommends approval.

F



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 14, 2018	Council Priority	Fiscal Responsibility
Department	Various		
Contact	Trent Davis – Purchasing Agent		

Agenda Caption

Consider – Award Advertising Annual Contract – RFP P19-18 to Amarillo Globe News & Morris Communications in the amount not to exceed \$115,998.37

Agenda Item Summary

This is to award the Advertising Annual Contract – RFP to Amarillo Globe News & Morris Communications for advertising requirements for various departments.

Requested Action

Consider for award the Advertising Annual Contract – RFP P19-18 to Amarillo Globe News & Morris Communicaitons

Funding Summary

Various funding

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends award of this contract.



The City of Amarillo
Advertising Agreement
June 1, 2018 – May 31, 2019

The Amarillo Civic Center Complex and AGN Media agree to the below mentioned annual advertising agreement based on the period of May 1, 2018 – April 31, 2019. This agreement is designed to combine both print and online products that are specific to your marketing goals.

Advertising Investment includes:

- **City of Amarillo – The Amarillo Civic Center Complex Events**

Event Bulk Agreement: Non-Standard Size Ads
Daily – \$20.00 pci
Sunday – \$25.00 pci

- **Annual Local Advantage Agreement**
Daily and Sunday

	Full Page 6 col x 21.25"	Half Page 6 col x 10.5"	Quarter Page 3 col x 10.5"	Eighth Page 3 col x 5"
Monday / Tuesday	\$637.50	\$330.75	\$173.25	\$86.25
Wednesday – Saturday	\$956.25	\$496.13	\$259.88	\$129.38
Sunday	\$1,275.00	\$661.50	\$346.50	\$172.50
Add Color	\$400.00	\$200.00	\$100.00	\$50.00

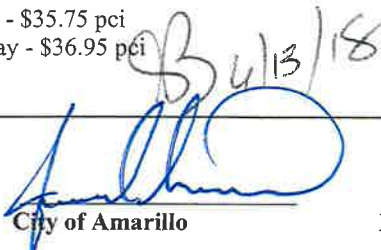
50,000 Online Impressions per Campaign – (buy 25,000 – get 25,000 FREE) - \$375.00

- **Cause Marketing Package**

150" Print Inches \$1600.00
50,000 Online Impressions per Campaign – (buy 25,000 – get 25,000 FREE) - \$375.00
Color 3.50 per inch - \$525.00 Total per Campaign
\$2,500.00

- **All other retail advertising will be charged at the non-profit rates**

Daily - \$35.75 pci
Sunday - \$36.95 pci


City of Amarillo

07/18/2018
Date

Sharon Denny
AGN Media Sales Consultant

Cindy Brown
VP of Sales

Carly Pyburn
Controller

Robert Granfeldt
Publisher

The City of Amarillo

Advertising Agreement

June 1, 2018 - May 31, 2019

Employment
Employment / Online

The City of Amarillo and AGN Media agree to the below mentioned annual advertising agreement based on the period of June 1, 2018 – May 31, 2019. This agreement is designed to combine both print and online products that are specific to your marketing goals.

The Basis of this Classified contract is:

Packages of JOB POSTS (per position online):

Regular price for a job post package noted below would be \$558. This package has the most exposure and reaches the most qualified candidates, faster.

Online options:

A PACKAGE OF 20 JOBS \$499 each

Reaching more candidates than ever—Finding Quality Candidates Faster

30 days online on FEATURED JOB on JOBS.CJonline.com, our local job site as well as on the largest job network on North America with a social boost to twitter, facebook and glassdoor
This package also include College Network and Diversity and Veterans niche networks

21 JOBS or more \$459 each

Reaching more candidates than ever—Finding Quality Candidates Faster

30 days online on FEATURED JOB on JOBS.CJonline.com, our local job site as well as on the largest job network on North America with a social boost to twitter, facebook and glassdoor
This package also include College Network and Diversity and Veterans niche networks

40 JOBS or more \$399 each

Reaching more candidates than ever—Finding Quality Candidates Faster

30 days online on FEATURED JOB on JOBS.CJonline.com, our local job site as well as on the largest job network on North America with a social boost to twitter, facebook and glassdoor
This package also include College Network and Diversity and Veterans niche networks

**** if necessary to reduce cost, we can remove a niche or more but this diminishes the reach of we can offer online.**

ADDED VALUE BONUS: FEATURED EMPLOYER on jobs.amarillo.com and YOUR COMPANY PROFILE is also part of any of the above packages each month.

PRINT for Sunday FULL COLOR Ads:

Regular price for a job post package noted below would be \$300.

**With agreement to run min of one Sunday each month for the rest of 2017
5 inch x 4 inch Sunday (color) plus Wednesday (b/w) display ad
will be \$249 per week**

Cassified Legal Notices:

- \$28 pci Sunday
- \$26.10 pci Daily

Retail Legal Notices

- \$36 pci Sunday
- \$33 pci Daily

Legal Notice rates apply to the following accounts:

- #00000997 – Traffic & Engineering
- #00002490 – Police Department
- #00001211 – Building Safety
- #00000998 – Planning & Zoning
- #00001211 – Transit System
- #00001153 - Purchase Dept.
- #00002911 – City Secretary Office
- #00000999 – Department of Community Development



Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 14, 2018	Council Priority	Fiscal Responsibility
Department	Various		
Contact	Trent Davis – Purchasing Agent		

Agenda Caption

Consider – Award Vaccine Annual Contract – Bid No. 6148 to Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) in the amount of \$412,177.00

Agenda Item Summary

This is to award the Vaccine Annual Contract – Bid to Minnesota Multistate Contracting Alliance for Pharmacy for Vaccine for various departments.

Requested Action

Consider for award the vaccine Annual Contract – Bid No. 6148 to Minnesota Multistate Contracting Alliance for Pharmacy.

Funding Summary

Various funding

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends award of this contract.

Bid No.6148 MMCAP VACCINE ANNUAL CONTRACT
Opened 4:00 p.m. June 21, 2018

To be awarded as one lot		MMCAP
Line 1 Serums, toxids, and vaccines, per specifications		
1 ea		
Unit Price	\$412,177.000	
Extended Price		412,177.00
Bid Total		412,177.00
Award by Vendor		412,177.00

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 14, 2018	Council Priority	Economic Development and Redevelopment
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Department	City Manager’s Office	Contact Person	Andrew Freeman, Director of Planning & Development Services
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Agenda Caption

APPROVAL OF PARKING SERVICES AGREEMENT WITH PARKMOBILE, LLC TO PROVIDE MOBILE PARKING SERVICES FOR THE DOWNTOWN AREA

This item approves an a three year agreement with Parkmobile, LLC with automatic one year renewals which may be cancelled with at least sixty days’ notice prior to the end of the current term.

Agenda Item Summary

City staff issued a Request for Proposal (RFP) for downtown pay-by-phone parking systems on May 5, 2017. Four different providers responded to the request, with staff ultimately scoring Parkmobile the highest after a second round interviewing the top two scorers. Each were scored based on scope of work; ability to integrate with City’s other parking/management systems; past performance described by references; ability to meet schedules/timeline; and pricing.

Parkmobile has partnerships with 39 of the top 100 cities in the U.S. with over 240,000 registered users in Texas. Fort Worth, Houston, Austin, Dallas, and New Braunfels all use the system in some capacity.

The Parkmobile system is cloud-based where customers can sign up for an account online, by phone, or through the mobile smartphone app. Paying for parking is completed via the same methods, using credit card, linked bank account, or other providers such as paypal. Customers who are unbanked are able to use pre-paid credit cards with the system.

The contract with Parkmobile is paid through a user fee, currently set at \$0.25 per transaction plus any sales tax and merchant/processing fees. The City would set its own fee in addition to these costs to fund the downtown parking management program. The City’s portion of the user fees would go toward enforcement, maintenance, and current/future downtown related projects that support the parking management system overall.

As part of the contract with Parkmobile, there are no up-front costs for the city to incur. Parkmobile provides the signage and covers setup; hosting; security and other fees. In addition, Parkmobile provides a web-based enforcement portal; web-based reporting portal; free marketing campaign (valued at \$37,000); and free access to a call center and customer support center.

Parkmobile will also train city staff that will be in charge of enforcing the new system. With the Parkmobile cloud based system, it can be integrated with police department license plate recognition systems. Other options include additional third party integration with other providers such as those that could handle the process of mailing out ticket notifications to users that don’t pay or exceed the time limits and receive a ticket.

Requested Action

Approve as presented.

Funding Summary

n/a – Parkmobile will be paid per transaction by users of the system

Community Engagement Summary

n/a – City staff will be meeting with different boards and committees over the month of August to gather feedback on size of zone, pricing, etc. Parkmobile will be able to scale signage and their system to support the number of spaces we choose to include in the downtown parking management area.

Staff Recommendation

Staff recommends approval as presented.



DRAFT

PARKING SERVICES AGREEMENT

THIS PARKING SERVICES AGREEMENT (this “Agreement”) is made and entered into as of this 1st day of March, 2018 (the “Effective Date”), by and among **PARKMOBILE, LLC**, a Delaware limited liability company (“Parkmobile”), and City of Amarillo, a Texas municipality (“Client”).

RECITALS:

WHEREAS, Parkmobile is engaged in the business of providing integrated solutions for the management of all parking-related matters, including providing a system for the payment of street parking by mobile telephone; and

WHEREAS, Parkmobile and Client desire to enter into a mutually beneficial arrangement, pursuant to which Parkmobile will market through Parkmobile Applications, Sites and other Parkmobile owned or controlled assets, mobile parking services to Client, upon the terms and subject to the conditions contained herein.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in order to effectuate the above arrangement, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated in this Agreement, the following terms have the following meanings in this Agreement (such meanings to be applicable equally to the singular and plural forms of the terms defined):

1.1 “Application” means Parkmobile’s proprietary mobile applications, websites and other properties as Parkmobile may develop for the purpose of, among other things, scheduling, starting, extending and completing Transactions and making payment for all related charges and fees, including but not limited to on-street and off-street parking, etc.

1.2 “IVR System” means our interactive voice response system.

1.3 “Law” means any applicable law, regulation, legal or regulatory process of any government agency, rule or regulation, or official interpretation thereof that governs or relates to this Agreement, the Services, the Platform or the parties’ respective businesses.

1.4 “Minimum Reporting Elements” means the information and data related to the Transactions as described in Schedule 5 attached to this Agreement.

1.5 “Transaction” means a Member’s purchase through the Platform of the right to use a parking space, charging station, or other service for a certain period of time.

1.6 “Parking Fee” means, for each Transaction, the amount set by Client for a given Transaction.

1.7 “Platform” means our Application; Services; Site; IVR System; our backend technologies, functions, servers, databases; parking management systems; and our other products, services, content, features, technologies, functions, applications, and related websites or other applications; and any future updates, changes, revisions or additions thereto, that are related to the management of Transactions.

1.8 “Report” means a detailed statement of information related to the Transactions, as more particularly described in Schedule 2 to this Agreement.

1.9 “Member Fee” means the fees applicable to the Services, as set forth on Schedule 3. Schedule 3 may be updated from time to time in writing upon the mutual agreement of the parties to reflect any changes or modifications in the Fees payable hereunder.

1.10 “Services” means the provision of solutions and resources to market, sell, process, track, redeem, and manage Transactions, as further defined in Schedule 1.

1.11 “Site” means any website owned or controlled by Parkmobile.

1.12 “Total Price” means the total amount to be charged to the Member for each type of Transaction, including the Parking Fee and any Member Fee or other fees which may be charged in accordance with Schedule 3

1.13 “Transaction” means a Member’s purchase through the Platform of the right to use a parking space, charging station, or other service for a certain period of time.

1.14 “Transaction Data” means all data other than Member Data related to a Member’s parking session, including, time, Total Price, rate paid and other information related to the parking transaction.

1.15 “Member” means the individual end user using the Platform other than Client.

1.16 “Member Data” means all data collected from Members in the process of registering Members and in connection with their usage of the Platform.

1.17 “Net Parking Revenue” mean the Total Price generated by Members, less Member Fees charged by Parkmobile, Transaction Processing Fee, bank transfer and other third-party fees.

1.18 “Transaction Processing Fee” means merchant processing and gateway fees at \$.15 plus 3% per authorized Transaction.

1.19 “Emerging Payment Revenue” means the Total Price by Members less Member Fees charged by Parkmobile, Transaction Processing Fees, bank transfer and other third-party fees if applicable.

1.20 “Service Agreement” means our document entitled “Service Agreement” or other document bearing a similar title, or may refer to any similar document setting forth the applicable pricing, Service description, and additional terms and conditions which is executed or otherwise acknowledged by you in writing and, in any case, also includes all current and subsequent amendments, modifications or supplements thereto as such are implemented from time to time upon the written agreement of the parties. Service Agreements include, but are not limited to a RSA, PSA, or ODSA. All Service Agreement incorporate fully these Terms (as amended from time to time) without limitation, restriction, or qualification.

ARTICLE 2 SERVICES

2.1 **Services Provided by Parkmobile.** During the Term (as defined herein), Parkmobile shall direct its personnel to perform the services for Client as described on Schedule 1 hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the “Services”). Parkmobile shall render the Services faithfully and to the best of its ability and in compliance with all applicable law, regulation, legal or regulatory process or government agency, rules or regulations (collectively, “Law”), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by Client, consistent with a schedule to be reasonably agreed upon from time to time by Parkmobile and Client. In connection with Parkmobile’s performance of the Services, Parkmobile shall be subject to, and agrees to abide by, such policies, procedures, directions and restrictions as Client may reasonably establish from time to time.

If Client requires additional work that is not included in this Agreement, Parkmobile and Client shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

2.2 Help and Support. Parkmobile agrees to use its reasonable efforts to assist Client with any technical support that Client may reasonably require in relation to using the Services. In furtherance of the foregoing, Parkmobile agrees to provide Client with preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support with respect to the Services. Each of Parkmobile and Client shall promptly notify the other of any errors or interruptions that arise during Client's use of Parkmobile's software or the Services hereunder.

2.3 Error Corrections. In the event of any errors or interruptions in the Services, Parkmobile's sole and exclusive obligation shall be to use reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of Parkmobile, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

2.4 No Performance Warranty. The Services are provided to Client "AS IS" with no warranty of any kind. Notwithstanding the foregoing, Parkmobile shall provide the Services in accordance with the service levels set forth on Schedule 2, as the same may be amended from time to time.

2.5 Reservation of Rights. All rights not expressly granted to Client herein are reserved to Parkmobile. All intellectual property rights related to the Services, as well as any additional services, software, technology or systems developed by Parkmobile, belong to Parkmobile.

2.6 Publicity of Services. All brochures and promotional materials to be distributed by Client in connection with the Services shall be in a form mutually agreed upon by the parties.

2.7 Cooperation. Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.8 Exclusivity. Parkmobile shall be the exclusive mobile parking service provider for Client during the Term of this Agreement.

2.9 Authority of the Parties. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power or authority with respect to the other party not expressly granted to the other party by such party.

2.10 Technology Sublicense. Parkmobile hereby grants Client the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to use the proprietary technology that relates to the Services (the "Technology") in connection with the Services. Client shall not use the Technology for any use other than in connection with the Services. Client acknowledges and agrees that (a) Parkmobile shall be its exclusive source of the Technology for the Term; and (b) all Services obtained by Client shall use the Technology as necessary. Client has no interest in or right to use the Technology or any improvements thereto or modifications thereof except as set forth herein. In all instances, Client's use of the Technology shall inure to Parkmobile's benefit. During the Term or at any time thereafter, Client shall not commit, or cause any third party to commit, any act challenging, contesting or impairing or attempting to impair Parkmobile's right, title and interest in and to the Technology or the validity thereof.

ARTICLE 3 FEES; EXPENSES

3.1 Fees. The fees (the “Fees”) applicable to the Services, are set forth on Schedule 3. Schedule 3 may be updated from time to time in writing upon the mutual agreement of the parties to reflect any changes or modifications in the Fees payable hereunder. For each Transaction, Parkmobile shall charge the Member the Total Price. If Parkmobile is the Merchant of Record (“MOR”), Client shall provide to Parkmobile a Client Electronic Funds Authorization Form (Schedule 6) , W-9, and copy of a voided check or bank letter with account info (“Distribution Information”) prior to remittance. Parkmobile will retain all Client funds without penalty until Parkmobile receives distribution information from Client. Thereafter, Parkmobile shall remit Net Parking Revenue to Client on a monthly basis.

3.2 Payment. If Client is the MOR, payment is due not later than thirty (30) days after invoice. Late payment interest of ten percent (10%) per annum may be assessed by Parkmobile on any payment past due, in which case such interest shall accrue from the payment due date to the date payment is received.

3.3 Taxes. Parkmobile’s prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by Client, or, in lieu thereof, Client shall provide Parkmobile with a tax exemption certificate issued by the appropriate taxing authority.

3.4 Billing Disputes. Client shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to Parkmobile in writing and with an explanation of the reason for the dispute. In the event that any payment dispute is resolved in favor of Client, Parkmobile shall credit Client on the immediately subsequent invoice issued to Client.

3.5 Expenses. Except as otherwise provided herein, Parkmobile shall not charge Client any costs for the integration of its system(s) or for the management of the project and the Services. Parkmobile shall charge Client for ordinary, necessary and reasonable third-party costs only on direct cost basis and only after the prior approval of Client.

ARTICLE 4 TERM; TERMINATION

4.1 Term. The initial term of this Agreement shall commence as of the Effective Date and terminate on February 28, 2021 (the “Initial Term”). Following the Initial Term, the Agreement shall be automatically extended for consecutive one (1) year renewal terms (each a “Renewal Term”), provided that neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the then-current Renewal Term. The date on which this Agreement is terminated or expires as provided herein is called the “Termination Date,” and the period from the Effective Date through the Termination Date is herein called the “Term.”

4.2 Termination for Cause.

(a) Either party may terminate this Agreement and the rights granted herein if the other party breaches any of the provisions of this Agreement and (i) fails to remedy such breach within forty-five (45) days after receiving written notice thereof, or (ii) provided the breach does not relate to a monetary obligation, fails to (A) commence a good faith action to remedy such breach within five (5) days after receiving written notice thereof, and (B) diligently pursue such action to conclusion.

(b) Should either party (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the other party, at its option and without prior notice, may terminate this Agreement effective immediately.

4.3 Effect of Termination.

(a) Upon termination or expiration of this Agreement, (i) Client shall pay to Parkmobile any portion of the Fees then accrued and properly payable under this Agreement; (ii) Client shall promptly return to Parkmobile all materials in its possession provided by Parkmobile or otherwise created or produced by Parkmobile in connection with the performance of the Services hereunder; and (iii) Client shall discontinue all use of the Technology and intellectual property of Parkmobile.

(b) Notwithstanding the exercise by any party of its rights under this Article 3, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date ~~(including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).~~

ARTICLE 5 ADDITIONAL COVENANTS OF THE PARTIES

5.1 Confidentiality.

(a) Each party acknowledges that all information and trade secrets relating to any of the other party's products and the services hereunder, including, without limitation, pricing, software, business and financial information, marketing and promotion plans, any changes or improvements therein, including any cost savings measures, is the confidential and proprietary information of such other party ("Confidential Information"). Except as otherwise set out herein, neither party shall disclose any Confidential Information of the other party to any third party or use it for its own benefit or the benefit of a third party, and each party shall take all commercially reasonable measures to protect the confidentiality of Confidential Information of the other party and prevent its disclosure to others.

(b) Each party may disclose the Confidential Information of the disclosing party to its affiliates and their respective employees and agents who are directly involved in the performance of this Agreement, who have a need to know and who are obligated to honor the restrictions on disclosure and use of such Confidential Information set forth in this Agreement (the persons to whom such disclosure is permissible being collectively known as "Representatives"). Each party shall be responsible for any breach of this Section 4.1 by its Representatives. The parties shall not disclose, without the prior written consent of the disclosing party, any of such disclosing party's Confidential Information that it has learned either during the course of this Agreement or in discussions and proposals leading up to this Agreement, except as may be required by Law. The parties shall not use the Confidential Information of a disclosing party for any purpose other than that for which it was disclosed.

(c) All Confidential Information of Parkmobile and Client shall remain the property of each respective party. Upon any termination or expiration of this Agreement, each party shall return to the other party the other party's original version of all Confidential Information of such other party in document form, including any electronic media version, such as CD-ROM or computer disk, and shall confirm to such other party in writing that all such documents and things have been so provided and that all copies thereof have been destroyed subject to compliance with applicable Law. The foregoing shall not apply to any Confidential Information that is in the public domain without breach of this Agreement, Confidential Information that a party can demonstrate was known prior to receipt from the other party or Confidential Information that was subsequently received from a third party without any obligation of confidentiality to the other party.

(d) To the extent any party determines it necessary or advisable to file a copy of this Agreement with a governmental agency, including the United States Securities and Exchange Commission, or otherwise in accordance with Law, that party and its counsel shall work with the non-disclosing party and its counsel to obtain confidential treatment of relevant portions of this Agreement, including, without limitation, product and service specifications and pricing information. Parkmobile is aware that the Client is subject to the Open Records Act at Texas Government Code, Chapter 552, and Client may be required by law to disclose documents deemed public information.

(e) Each party agrees that irreparable damage would occur, and that monetary damages would be an insufficient remedy at law, in the event that any of the provisions of this Section 4.1 were not performed by the other party in accordance with the terms hereof and that each party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

(f) Each party's obligation with respect to the Confidential Information of a disclosing party shall expire three (3) years after the termination or expiration of this Agreement; provided, however, that each party's obligations with respect to the trade secrets of a disclosing party shall remain in effect throughout the Term and at all times thereafter, but only for so long as such information remains a trade secret.

5.2 Information. Subject to Section 5.1 and any applicable Laws and privileges, each party covenants and shall provide the other party with all information regarding itself and the transactions under this Agreement that the other party reasonably believes is required to comply with all applicable Law and to satisfy the requesting party's obligations hereunder. Any information owned by one party that is provided to any other party pursuant to this Agreement shall remain the property of the providing party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information.

5.3 Records. Each party shall maintain and retain records related to the provision of the Services under this Agreement consistent with such party's historical policies regarding retention of records. As needed from time to time during the period in which Services are provided, and upon termination of the provision of any Service, unless otherwise prohibited by applicable Law, the parties shall provide each other with records related to the provision of the Services under this Agreement to the extent that (a) such records exist in the ordinary course of business, and (b) such records are reasonably necessary for the requesting party to comply with its obligations under this Agreement or applicable Law.

5.4 Status Meetings. On periodic basis, but not less than quarterly, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 4.4 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

5.5 Privacy. Client agrees (a) to comply with all applicable Law; (b) not to use the information provided to it by Parkmobile about identifiable individuals (“PI”) to market goods or services to those individuals or others; (c) that it will use reasonable security measures to safeguard the PI; and (d) not to disclose to others the PI.

5.6 Insurance. Parkmobile shall keep all of its insurable properties adequately insured against losses, damages and hazards as are customarily insured against by businesses engaging in similar activities or owning similar properties and at least the minimum amount required by applicable Law and any other agreement to which Parkmobile is a party or pursuant to which Parkmobile provides any services, including liability, property and business interruption insurance, as applicable. **The Certificate of Insurance will provide thirty (30) days prior written notice of cancellation. Client shall be listed as a primary additional insured and granted a waiver of subrogation under those policies. In addition, Parkmobile will maintain in force at all times during the performance of this Agreement errors and omissions (professional liability) insurance in the amount of \$1,000,000.00.**

5.7 Ownership of Intellectual Property. Client acknowledge and agree that Parkmobile or its licensors or providers are the owners of all right, title and interest in and to the Platform, Member Data, all websites owned by Parkmobile, all work product or deliverables, our Intellectual Property and all appurtenant patent, copyright, trademark, trade secret and other intellectual property rights associated with the foregoing. To the extent we provide any work product or deliverable to Client for your direct use (e.g. material for inclusion on a Client-hosted website to direct Members to a Parkmobile Website or Reservation Demand Management System), Client is hereby granted a limited, revocable and personal right to use such work product or deliverable during the Term in accordance with any instructions we provide. The provision of any such work product or deliverable to Client does not constitute a sale of such work product or deliverable to Client. Client shall not assign, sublicense, transfer, pledge, lease, rent or share any rights under the foregoing license to any third party unless expressly permitted in writing by Parkmobile. Client further agree that all work product or deliverable shall be treated as our Confidential Information. For the avoidance of doubt, any work product or deliverable that is created or used by Parkmobile as part of providing the Services (e.g., a landing page for Client hosted by Parkmobile) shall not be subject to the foregoing license.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

6.1 Representations and Warranties. Each of Parkmobile and Client hereby represents, warrants and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

6.2 Disclaimer of Warranties. THE SERVICES ARE PROVIDED “AS IS” AND WITH ALL FAULTS. CLIENT ACKNOWLEDGES AND AGREES THAT PARKMOBILE SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY OR NONCONFORMITY IN THE TRIAL PROGRAM OR SERVICES. WITHOUT LIMITING THE FOREGOING, CLIENT ASSUMES ALL RISKS ASSOCIATED WITH THE SERVICES. OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

6.3 Indemnification.

(a) Indemnification by Parkmobile. Parkmobile shall indemnify, defend and hold harmless Client, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys’ fees and expenses that result from or arise out of: (i) the breach or inaccuracy of any of Parkmobile’s representations or warranties in this Agreement; (ii) the breach of any of Parkmobile’s covenants or agreements in this Agreement; or (iii) any violations of Law by Parkmobile in performing its obligations in connection with this Agreement.

~~(b) Indemnification by Client. Client shall indemnify, defend and hold harmless Parkmobile, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys’ fees and expenses that result from or arise out of: (i) the breach or inaccuracy of any of Client’s representations or warranties in this Agreement; (ii) the breach of any of Client’s covenants or agreements in this Agreement; or (iii) any violations of Law or governmental rules or regulations by Client in performing its obligations in connection with this Agreement.~~

6.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF PARKMOBILE FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID FOR THE SERVICES PURCHASED HEREUNDER. EACH PARTY HERETO AGREES THAT EACH OTHER PARTY SHALL NOT BE LIABLE TO SUCH PARTY OR ANYONE ACTING THROUGH SUCH PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**ARTICLE 7
MISCELLANEOUS**

7.1 Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations under this Agreement to the extent such failure or delay is caused by an act of God, act of a public enemy, war or national emergency, rebellion, insurrection, riot, epidemic, quarantine restriction, fire, flood, explosion, storm, earthquake, interruption in the supply of electricity, power or energy, terrorist attack, labor dispute or disruption, or other event beyond the reasonable control of such party and without the fault of or negligence by such party (each, a “Force Majeure Event”). If a party’s performance under this Agreement is affected by a Force Majeure Event, such party shall give prompt written notice of such event to the other party,

stating the date and extent of such suspension and the cause thereof, and shall at all times use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on its performance under this Agreement; provided, that such party shall take measures to overcome the condition that are consistent in all material respects with the measures taken in connection with such party's business. The parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both parties, of such condition. In the event of a Force Majeure Event that affects either or both parties' ability to perform under this Agreement, the parties agree to cooperate in good faith to resume the affected services as soon as commercially possible to the extent commercially reasonable.

7.2 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (a) in person; (b) by any national overnight courier or other service providing evidence of delivery, or by registered or certified mail (postage prepaid, return receipt requested); or (c) by facsimile with a copy delivered the next business day by any overnight courier or other service providing evidence of delivery, to the respective parties at the following addresses:

To Parkmobile:	Parkmobile, LLC 1100 Spring Street NW, Suite 200 Atlanta, Georgia 30309 Attention: Jonathan Ziglar Telephone: (404) 818-9036 Facsimile: (770) 818-9039 Email: legal@parkmobileglobal.com
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To Client:	City of Amarillo PO Box 1971 Amarillo, TX 79101 Attention: Jared Miller Telephone: 806-378-3011 email: Jared.miller@amarillo.gov Fax: _____
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or to such other address (or fax number, if applicable) as the party to whom notice is given may have previously furnished to the others in writing in the manner set forth above (provided that notice of any change of address or fax number shall be effective only upon receipt thereof).

7.3 Independent Contractors. The parties are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, franchisor-franchisee or agency relationship that did not already exist prior to the Effective Date, or to authorize any party to enter into any commitment or agreement binding on the other party except as expressly stated herein. The parties have no authority to make statements, warranties, or representations or to create any liabilities on behalf of the other.

7.4 Entire Agreement. This Agreement and the documents and schedules referred to herein contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement.

7.5 Amendment and Waiver. The parties hereto may not amend or modify this Agreement except as may be agreed upon by a written instrument executed by the parties hereto. No waiver of any

provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

7.6 Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld); provided that Parkmobile may assign its rights, interests or obligations under this Agreement without the consent of Client to (i) any affiliate of Parkmobile or (ii) any lender to Parkmobile or its affiliates as security for borrowings.

7.7 Third-Party Beneficiaries. The parties to this Agreement do not intend this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than Parkmobile and Client.

7.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Venue for all litigation arising out of this Agreement shall be in Potter County, Texas.

7.10 Arbitration. Should there be any ambiguity, contradiction or inconsistency in this Agreement, or should any disagreement or dispute arise between the parties in connection with this Agreement, the component representatives of the parties shall first attempt in good faith amicably to settle the matter by mutual negotiations. If such negotiations are unsuccessful, any controversy, dispute or claim arising out of, or in connection with, this Agreement must be settled in good faith through nonbinding mediation prior to exercising any other rights under law, unless the parties mutually agree otherwise. ~~by final and binding arbitration to be held exclusively in Potter County, Texas in accordance with the Commercial Arbitration Rules, as amended and in effect from time to time, of the American Arbitration Association (the "Rules"). The procedures and law applicable during the arbitration of any controversy, dispute or claim shall be both the Rules and the internal laws of the State of Texas excluding, and without regard to, its or any other jurisdiction's rules concerning any conflict of laws. The arbitrator shall have the power to order injunctive relief or provide further equitable remedies. All fees and expenses relating to the work performed by the arbitrator(s) shall be shared equally between the parties. Nothing in this paragraph shall prevent a party from seeking injunctive relief from any the state or federal courts located in Potter County, Texas. The parties consent to the exclusive jurisdiction and venue of such courts with respect to any matter not within the arbitrator's jurisdiction. Any award of the arbitrator may be enforced in any court of competent jurisdiction.~~

7.11 No Strict Construction; Headings. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.12 Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The parties agree that this Agreement may be executed and delivered by facsimile or other electronic transmission.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Parking Services Agreement has been executed as of the day and year first above written.

“PARKMOBILE”:

PARKMOBILE, LLC

By: _____
Name: Jonathan Ziglar
Title: CEO

“CLIENT”:

CITY OF AMARILLO

By: _____
Name: _____
Title: _____

SCHEDULE 1

SERVICES

Parkmobile offers a service to Client's parking customers ("Members") that facilitates the activation and payment of parking transactions using the Application. For use of the Application, a Member Fee per Transaction as reflected in Schedule 3 is charged.

Parkmobile accepts several electronic payment methods from Members:

- a. Traditional credit card payments are accepted with Visa, MasterCard, Discover, & AMEX ("Traditional Payments")
- b. Emerging Payments ("Emerging Payments"). Emerging payments represent the numerous alternative payment methods that have begun to hit the marketplace today. Mostly, these innovations involve the use of virtual account-based membership profiles that a customer can utilize to transact purchases based upon the member's individual payment preferences. Examples of emerging payments include PayPal, Parkmobile's Stored Value Wallet, ACH, MasterPass, and Visa checkout.

Members who are registered with Parkmobile can begin and, if applicable, end a parking transaction in a variety of ways: visiting the website of Parkmobile - www.parkmobile.com; calling an Intelligent Voice Response (IVR) 1-800 Number, or using Parkmobile's or its partners' mobile applications. In order to register and begin a parking event, Members simply provide the required information to create an account including credit card data and license plate number which is stored in a secure, PCI Level 1 compliant environment. Thereafter, subsequent parking visits only require the Member to enter or select the applicable parking duration options available for the location.

The tariff code of the parking area is indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Parkmobile database via a web service offering, free of charge to the Client, to determine if a valid parking right exists. This service can be accessed by using a handheld terminal or PDA.

The supply of handheld terminals (or PDA's) for enforcement and GSM cards for communication between the handheld terminals and the database and back-office systems are outside the scope of the Services.

Members can use Mobile Parking anywhere the Parkmobile mobile payment service is available.

All parking charges are charged to the preferred payment method of the Member. Members have real time access to an online account-based personal page accessible from www.parkmobile.com to check and print their parking history, receipts, and statements.

SCHEDULE 2

SERVICE LEVELS

1. Operation, Management and Maintenance of the System

(a) Parkmobile shall use its best efforts not to perform maintenance during business hours. In emergency cases, adjustments to the system may also take place during hours for paid parking. If necessary, Parkmobile may perform maintenance of the system during business hours, provided Parkmobile provides Client with at least twenty-four (24) hours advance notice before the start of the work.

(b) Parkmobile makes a daily backup of data in the (local) database, which data are retained for three (3) months.

2. Errors and Interruptions

(a) When an error or interruption occurs in the Services, Client shall inform Parkmobile as soon as possible. Parkmobile shall confirm its receipt of such notification in writing. If any error or interruption cannot be repaired by Parkmobile within five (5) business days from the date when the error or interruption is reported to Parkmobile, then Parkmobile may issue a credit for the Services during such downtime. Time spent by Parkmobile to restore and support to interruptions and errors caused by Client and not attributable to Parkmobile shall be charged at the hourly rate of \$180.

(b) In the event that Client and Parkmobile disagree about whether an error or interruption has been resolved, Client and Parkmobile shall discuss in good faith and reach a mutual resolution regarding whether such error or interruption has occurred or been adequately resolved. If the parties agree that the problem was in fact an error or interruption, then Client shall not be entitled to a credit for the Software during the downtime.

3. Security and Authorization

Parkmobile shall protect and authenticate a limited number of representatives that shall have access to the system and confidential information. The parties shall respect and utilize security access codes.

4. Reports

- a. In addition to the Minimum Reporting Elements, Parkmobile shall provide Client access to several reports related to the Services via a web portal. All reports are available immediately. Those reports include;
- b. Parking Transaction Report: Ad hoc and automated reports that include all information related to parking reservations which can be used for operations and management.
- c. Payment Transaction Report: Ad hoc and automated reports that include payment information necessary for reconciliation.
- d. Daily Summary Reports which include all reservations for the previous date and the current date.

SCHEDULE 3

FEES

Parkmobile shall charge the Member a member fee of \$0.25 cents per transaction ("Member Fee").

Traditional Payment Credit Card Fees/Merchant Processing/Other Third Party Fees:

Parkmobile can pass real time authorized debit/credit card transactions daily in batch format to Parkmobile's preferred payment processor, subsequently funded directly into a Parkmobile-controlled escrow account. In this scenario, Parkmobile acts as the MOR in the arrangement and passes Net Parking Revenues in accordance with Parkmobile's standard settlement procedures to the Client. As used herein, Net Parking Revenue shall mean parking revenue generated by Members less Member Fees charged by Parkmobile, merchant processing and gateway fees at \$.15 plus 3% per authorized transaction ("Transaction Processing Fee"), bank transfer and other third party fees

Emerging Payments Fees

Parkmobile shall collect the Total Price for each Emerging Payment transaction and pass the Emerging Parking Revenue to the Client in accordance with Parkmobile's standard settlement procedures.

Other Terms and Conditions

Parkmobile's Member Fee does not cover any Transaction Processing Fees or other third-party fees associated with the acceptance of Traditional Payments or Emerging Payments.

Parkmobile reserves the right to pass through increases in third party transaction processing and related fees.

The use of mobile devices for enforcement as well as data plans are not part of this agreement.

Cost for initial standard stickers shall be borne exclusively by Parkmobile. Client will be responsible for all installation.

Cost of marketing shall be borne exclusively by Parkmobile based on Parkmobile's standard marketing program.

Parkmobile reserves the right to increase Member Fees and Additional Service (as defined below) fees upon sixty (60) days written notice to Client.

Other development activities and additional services (listed below) for a fee at the request of and after written approval by Client as described below.

Additional Services:

1. Non-Integrated Gateway Service
2. Additional Marketing/Advertising
3. Customized Reporting
4. Custom Integration to 3rd parties
5. Citation/Enforcement support
6. Replacement Signage/Stickers
7. Additional Training
8. Zone & Rate structure changes after implementation
9. Event Override Solution
10. Self-Administration Service



Amarillo City Council Agenda Transmittal Memo



Meeting Date	8/14/2018	Council Priority	Public Safety
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Department	Emergency Management	Contact Person	Chip Orton
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Agenda Caption
Approval of contract with Amarillo Media Systems.

Agenda Item Summary
This agenda item is to approve a contract with Amarillo Media Systems to replace the audio-visual control system in the Emergency Operations Center. The current system is inoperable.

Requested Action
The Office of Emergency Management recommends that the City Council authorize a contract with Amarillo Media Systems to replace the current audio-visual control system in the amount of \$134,440.

Funding Summary
Funding will be 50% from the Amarillo General Construction Fund as authorized by the City Manager and 50% from the Agreement-in-Principle (Pantex) grant.

Community Engagement Summary
N/A

Staff Recommendation
Staff recommends approval of this purchase.

Bid No. 6174 AUDIO VISUAL CONTROL SYSTEM REPLACEMENT IN EOC
Opened 4:00 p.m. July 30, 2018

AMARILLO MEDIA SYSTEMS
LLC

To be awarded as one lot

Line 1 Television receiver/monitor, per specifications

3 ea

Unit Price

\$572.000

Extended Price

1,716.00

Line 2 Carts and stands, television, chief-lcm3x1u, per specifications

1 ea

Unit Price

\$1,056.000

Extended Price

1,056.00

Line 3 Carts and stands, television, cressw-1542-t, per specifications

1 ea

Unit Price

\$0.000

Extended Price

-

Line 4 Television receivers and consoles, per specifications

2 ea

Unit Price

\$0.000

Extended Price

-

AMARILLO MEDIA SYSTEMS

To be awarded as one lot		LLC
Line 5 Controllers, wireless devices, cres- cen-gwex, per specifications		
2 ea		
Unit Price	\$0.000	
Extended Price		
Line 6 Controllers, wireless devices, cres- pro3, per specifications		
1 ea		
Unit Price	\$2,740.000	
Extended Price		2,740.00
Line 7 Encoder/decoder, scramblers, cres- dm-nvx-350, per specifications		
37 ea		
Unit Price	\$1,800.000	
Extended Price		66,600.00
Line 8 Encoder/decoder, scramblers, cres- dm-nvx-350, per specifications		
9 ea		
Unit Price	\$1,800.000	
Extended Price		16,200.00
Line 9 Encoder/decoder, scramblers, cres- dm-nvx-350c, per specifications		
5 ea		
Unit Price	\$1,800.000	
Extended Price		9,000.00

AMARILLO MEDIA SYSTEMS
LLC

To be awarded as one lot			
Line 10 Switchers, audio and video, cres-			
dm-xio-dir, per specifications			
1 ea			
Unit Price	\$5,000.000		
Extended Price		5,000.00	
Line 11 Switchers, audio and video, cres-			
dmf-ci-8, per specifications			
1 ea			
Unit Price	\$2,000.000		
Extended Price		2,000.00	
Line 12 Wire and cable, electronic:, c2g-			
29675, per specifications			
1 ea			
Unit Price	\$29.000		
Extended Price		29.00	
Line 13 Wire and cable, electronic:, c2g-			
29675, per specifications			
29 ea			
Unit Price	\$29.000		
Extended Price		841.00	
Line 14 Wire and cable, electronic:, c2g-			
29677, per specifications			
3 ea			
Unit Price	\$39.000		
Extended Price		117.00	

AMARILLO MEDIA SYSTEMS
LLC

To be awarded as one lot			
Line 15 Wire and cable, electronic:, c2g-29677, per specifications	2 ea		
Unit Price		\$39.000	
Extended Price			78.00
Line 16 Wire and cable, electronic:, c2g-29678, per specifications	11 ea		
Unit Price		\$43.000	
Extended Price			473.00
Line 17 Communications cable, wind-cat6s,blk, per specifications	0.5 ea		
Unit Price		\$470.000	
Extended Price			235.00
Line 18 Communications cable, wind-2202ps,blk, per specifications	0.5 ea		
Unit Price		\$160.000	
Extended Price			80.00
Line 19 Cable accessories: clamps, clasps, clips, closures, reels, per specifications	1 ea		
Unit Price		\$300.000	
Extended Price			300.00

AMARILLO MEDIA SYSTEMS
LLC

To be awarded as one lot			
Line 20 Shipping, handling & misc fees, freight 65000, per specifications			
1 ea			
Unit Price	\$255.000		
Extended Price		255.00	
Line 21 Shipping, handling & misc fees, install-tech one, per specifications			
68 ea			
Unit Price	\$115.000		
Extended Price		7,820.00	
Line 22 Shipping, handling & misc fees, install-tech one, per specifications			
68 ea			
Unit Price	\$85.000		
Extended Price		5,780.00	
Line 23 Shipping, handling & misc fees, install-tech two, per specifications			
32 ea			
Unit Price	\$85.000		
Extended Price		2,720.00	

AMARILLO MEDIA SYSTEMS

To be awarded as one lot		LLC
Line 24 Shipping, handling & misc fees, programming, per specifications		
1 ea		
Unit Price	\$11,400.000	
Extended Price		11,400.00
Bid Total		134,440.00

Award by Vendor 134,440.00



AUDIO / VIDEO CONTRACTOR INSTALLATION AGREEMENT

This agreement made this 20th day of July, 20 18 by and between
The City of Amarillo (Customer) and Amarillo Media Systems, LLC (Contractor).

In consideration of the mutual terms, conditions and covenants hereinafter set forth, Customer and Contractor agree as follows:

1. The Customer hereby employs the Contractor as an independent contractor, and the Contractor hereby accepts employment.
2. The term of this Agreement shall commence on September 10, 2018. Estimated completion of the project is expected on or before September 21, 2018.
3. Customer shall pay to the Contractor and the Contractor shall accept from the Customer as compensation for all services to be provided pursuant to this Agreement, the sum of \$ 134,440.00.
4. An initial payment equal to 50% of the contract price will be paid by customer by check in the amount of \$ 67,220.00. The initial payment is required before any equipment is to be ordered or work to commence on the project. The Contractor is responsible for any and all taxes, permit fees and subcontractor's charges.
 - 4a. The remaining balance of the contract price will due upon the completion of the project. Completion date will be determined when the owner has accepted the final installation and successful operation of all equipment placed into service.
5. The agreement is made in accordance with "Exhibit A" attached to this agreement for all materials, installation charges and sub-contractor's fees.
6. The Contractor shall provide and maintain liability insurance for any damages caused to the Customer's property or personal injury caused by contractor. (See certificate of insurance for coverage details). The Contractor shall provide and maintain Worker's Compensation Insurance for all employees performing the installation. All sub-contractors will be required to maintain liability and worker's compensation insurance.
 - 6a. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless, The City of Amarillo and all of its parties, including but not limited to attorneys' fees and court costs, arising out of or resulting from the performance of the Contractor's work, regardless of whether it is caused in part by the acts, omission or negligence of a party indemnified hereunder.
7. The Contractor shall provide installation services for the following: Audio, Video, Lighting and Control Systems. The Contractor will provide all supervision, labor, materials, supplies, and

equipment to successfully complete the turn key installation. The systems are to be installed in accordance with professional industry standards and will perform in good working order.

7a. Special Conditions- Projector mounting poles are to be painted "white" in color.

7b. Training- The contractor will supply adequate knowledge of the efficient operation of all installed Audio, Video, Lighting and Control systems to the end user (master operator) during normal business hours, including drive time, upon completion of the install.

Training hours and costs to be itemized in the awarded bid documents.

8. All installed system components shall be warranted for a period of one year including parts, labor, travel, and freight charges. Warrant period will commence at the "completion date". The Contractor will provide repair and troubleshooting services on an "as needed" basis.

8a. Speakers are warranted for five (5) years on all parts and bench labor. Removal and re-installation fees are excluded from warranty after year one.

8b. Power amplifiers are warranted for three (3) years on all parts and bench labor. Removal and re-installation fees are excluded from warranty after year one.

9. If the Contractor becomes unable to perform services pursuant to this Agreement by reason of illness, incapacity or death, the Company shall assign a qualified Contractor to complete the project.

10. Neither party may assign this Agreement without the express written consent of the other party.

11. The Contractor is an Independent Contractor and nothing contained in this Agreement shall be deemed or interpreted to constitute the Contractor as a partner, agent or employee of the Customer, nor shall either party have any authority to bind the other.

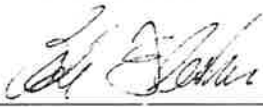
12. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

13. All notices required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail - Return Receipt Requested, postage prepaid, addressed to the party's last known address.

14. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this agreement to be executed as of the date first above written.

BY _____
(Customer) (Name/Please Print) (Date)

BY  7/20/18
(Contractor) (Name/Please Print) (Date)

3



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 14, 2018	Council Priority	Transportation
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption
CONSIDER: VIA Airlines Airport Use & Lease Agreement (Plus Amendment 1 & Amendment 2).

Agenda Item Summary
This agreement between the City of Amarillo and VIA Airlines is the standard airport use & lease agreement for all signatory airlines operating at the Rick Husband Amarillo International Airport. This agreement package also includes the standard amendment 1, which provides the fee incentives to the airline, and standard amendment 2, which modifies two terms of the use & lease agreement to meet the overall agreement standards.

Requested Action
Airport staff requests approval of the VIA Airlines Airport Use & Lease Agreement, Amendment 1 to the VIA Airlines Airport Use & Lease Agreement, and Amendment 2 to the VIA Airlines Airport Use & Lease Agreement.

Funding Summary
This agreement, and the amendments, are primarily revenue generating.

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

Staff Recommendation
Airport staff recommends approval of the Airport Use & Lease Agreement with VIA Airlines (including Amendment 1 and Amendment 2).

K



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 14, 2018	Council Priority	
Department	Police		
Contact	Sgt. Wes Hill		

Agenda Caption

Acceptance – Texas Traffic Safety Program Grant Agreement – STEP Comprehensive Grant
Grantor: Texas Department of Transportation

Grant Amount: \$152,926.00
Match Amount: \$38,756.51
Total Awarded: \$191,682.51

This item accepts the Fiscal Year 2019 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources to fund patrol and enforcement of speed enforcement, occupant protection (seatbelt and child safety seats) distracted driving and Driving While Intoxicated (DWI) offenses.

Agenda Item Summary

This grant provides the Amarillo Police Department grant dollars to fund overtime associated with patrol and enforce of speed enforcement, occupant protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses.

Requested Action

Council consideration and approval of the grant agreement.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommendation is to approve the grant agreement.

AMARILLO POLICE DEPARTMENT

INTER-DEPARTMENT OFFICE COMMUNICATION

To: Jared Miller, City manager

Date: 8/3/18

From: Sgt. W. Hill, Police Department

Subject: Comprehensive STEP Grant

Description

This is a grant from the Texas Department of Transportation that funds police officers Overtime to patrol and enforce speeding, seatbelt, child restraint, and DWI violations.

Department

Police

Recommendation

This is a yearlong grant offered to the Police Department that is 80% paid by the Texas Department of Transportation. 20% matching Funds from the City of Amarillo are required.

History

The Police Department has had this grant numerous years.

Funds

**\$191,682.51 has been awarded. Salary amount eligible for reimbursement by the Department: \$152,926.00. Match amount provided by the sub-grantee: 38,756.51
This grant runs from 10/1/2018 and ends 9/30/2019.**


Signature

Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: City of Amarillo

Project Title: STEP Comprehensive

Authorizing Authority The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.	
Name:	
Title:	
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.		
	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	Wes Hill	Sergeant
2.	Ms. Valerie Kuhnert	Subgrantee administrator
3.	Mr. Matthew Boston	Grants Manager

Texas Traffic Safety eGrants

Fiscal Year 2019

Organization Name: City of Amarillo - Police Department

Legal Name: City of Amarillo

Payee Identification Number: 17560004446004

Project Title: STEP Comprehensive

ID: 2019-AmarilloPD-S-1YG-00038

Period: 10/01/2018 to 09/30/2019

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Amarillo** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2019.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number:
CFDA Title:
Funding Source: Section
DUNS: **786202994**
FAIN:

Project Title: **STEP Comprehensive**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2018** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2019** unless terminated or otherwise modified.

Total Awarded: **\$191,682.51**
Amount Eligible for Reimbursement by the Department: **\$152,926.00**
Match Amount provided by the Subgrantee: **\$38,756.51**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

Subgrantee Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

TxDOT Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and 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 in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

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I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

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4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide

compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final

payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and

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convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other

resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-316, 200.318-324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency and Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to

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confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor

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shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

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8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

In executing this agreement, each signatory 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 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, 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.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non- domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or

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local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION [This article applies only to non-profit entities.]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each Subgrantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

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RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend grant related training as requested by the Department.
- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
 - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

- K. All STEP agencies must provide the following provision in all daily activity report forms:
"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."
- L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.
- M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
- Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
- S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

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RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Account for any approved Program Income earned and expended
 - 4. Identify exemplary performance or best practices

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ALCOHOL AND OTHER DRUG COUNTER MEASURES

Goal(s):

To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries and fatalities.

Strategy:

To reduce the number of DUI-related crashes where the driver is under age 21.

Strategy:

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BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note: Baseline data used must be no older than 2016.

Baseline Year (12 months) From 10/1/2016 To 9/30/2017

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Driving Under Influence (DUI)	391	0	17
Speed	5562	4900	8
Safety Belt	1628	634	13
Child Safety Seat	341	172	
Intersection Traffic Control (ITC)	0	0	65
Distracted Driving Citations	541	603	0
Other Elements	16452	10143	25

If you have additional attachments, provide them on the "Attachments" page.

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LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Driving Under Influence (DUI) crashes to	14	
Reduce the number of Speed-related crashes to	6	
Reduce the number of Safety Belt-related crashes to	11	
Reduce the number of Child Safety Seat-related crashes to		X
Reduce the number of ITC-related crashes to	60	
Reduce the number of Distracted Driving-related crashes to		X
Number of Enforcement Hours	2942	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

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PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	5
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	5
c. Conduct community events (e.g. health fairs, booths)	2

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OPERATIONAL PLAN

Zone Name : Zone 1

Zone Location : Bell and Hillside west to Hillside and Soncy. North on Soncy to SW 34th Avenue. East on 34th Avenue to 34th and Bell. South on Bell to Bell and Hillside. This zone will include the intersection of 45th and Bell.

Zone Hours : 24/7

Zone Heat

Map : https://www.dot.state.tx.us/apps/egrants/_Upload/781727-Zone1.1.pdf
(attach)

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OPERATIONAL PLAN

Zone Name : Zone 2

Zone Location : Bell and Hillside east to 58th avenue and Georgia street. North on Georgia to SW 34th Avenue and Georgia. West on SW 34th avenue to SW 34th and Bell. South on Bell to Bell and Hillside. This zone will include the intersection of 45th and Western.

Zone Hours : 24/7

Zone Heat Map : https://www.dot.state.tx.us/apps/egrants/_Upload/781730-Zone2.2.pdf
(attach)

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OPERATIONAL PLAN

Zone
Name : Zone 3
SW 34th Avenue and Soncy north to W. Amarillo Blvd. East on Amarillo Blvd to the Coulter street exit. Continue east across Coulter to Wolffin Avenue. East on Wolffin to Plains Blvd.
Zone
Location : Continue east on Plains Blvd to SW 10th Avenue and Georgia. South on Georgia street to SW 34th Avenue. West on SW 34th Avenue to Soncy. This zone includes IH40 from Soncy to Georgia street to include the intersections of IH40 and Coulter, IH40 and Bell, IH40 and Western.
Zone
Hours : 24/7
Zone Heat
Map : https://www.dot.state.tx.us/apps/egrants/_Upload/781732-Zone3.3.pdf
(attach)

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OPERATIONAL PLAN

Zone
Name : Zone 4

Zone
Location : SW 3rd Avenue and McMasters Street east to SE 3rd Avenue and Ross Street. South on Ross to SE 34th Avenue and Osage. West on SE 34th to SW 34th and Georgia. North on Georgia to SW 3rd and McMasters. This zone includes the area of I40 east from Georgia to Ross to include the IH40 / IH27 interchange. The zone also included the intersection of IH40 and Washington and the entire Amarillo downtown district.

Zone
Hours : 24/7

Zone Heat

Map : https://www.dot.state.tx.us/apps/egrants/_Upload/781733-Zone4.4.pdf
(attach)

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OPERATIONAL PLAN

Zone
Name : Zone 5

Zone
Location : Amarillo Blvd and McMasters Street East to Amarillo Blvd and Hughes Street. North on Hughes to NE 24th Avenue. East on NE 24th Avenue to Grand Street. South on Grand to SE 3rd Avenue. West on SE 3rd Avenue to SW 3rd and McMasters. This zone includes Amarillo Blvd from McMasters east to Grand street.

Zone
Hours : 24/7

Zone Heat

Map : https://www.dot.state.tx.us/apps/egrants/_Upload/781741-Zone5.5.pdf
(attach)

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BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$152,926.00	\$11,948.00	\$164,874.00
(200)	Fringe Benefits:	\$0	\$26,808.51	\$26,808.51
	Sub-Total:	\$152,926.00	\$38,756.51	\$191,682.51
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$0	\$0
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$0	\$0
Total Direct Costs:		\$152,926.00	\$38,756.51	\$191,682.51
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$152,926.00	\$38,756.51	\$191,682.51
	Total Direct Costs:	\$0	\$0	\$0
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$152,926.00	\$38,756.51	\$191,682.51
	Fund Sources (Percent Share):	79.78%	20.22%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				

Amarillo City Council

Agenda Transmittal Memo



3

Meeting Date	August 14, 2018	Council Priority	
Department	City Manager		
Contact	Michelle Bonner, Deputy City Manager		

Agenda Caption

PUBLIC HEARING - DISCUSS AND CONSIDER PROPOSED TAX RATE:
This item is to discuss and consider the proposed tax rate for maintenance and operation and debt service for the proposed 2018/2019 City of Amarillo fiscal budget.

Agenda Item Summary

Meeting of the governing body to discuss the tax rate; if the proposed rate will exceed the rollback rate or the effective tax rate (whichever is lower), take a record vote and schedule the public hearings.

Requested Action

That City Council conduct a public hearing and discuss the tax rate, take a record vote on the proposed tax rate and to set the public hearings on August 28, 2018 and September 4, 2018.

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.

Staff Recommendation

Council take a record vote on the proposed tax rate and set the public hearings on the tax rate for August 28, 2018 and September 4, 2018.