

RICK HELTON
Mayor
BRANDON LUNSFORD
Councilperson At Large A
BRENT MCCAULLEY
Councilperson At Large B
CHUCK ENGELKEN
Mayor Pro Tem
Councilperson District 2



MANDI WILLIAMS
Councilperson District 1
BILL BENTLEY
Councilperson District 3
ROBERT GUERRA
Councilperson District 4
JAY MARTIN
Councilperson District 5
ROBBIE MCLARRIN
Councilperson District 6

CITY COUNCIL MEETING AGENDA

Monday, September 9, 2024, 6:00 p.m.

Notice is hereby given of a regular meeting of the La Porte City Council to be held on September 9, 2024, at 6:00 p.m. in the City Hall Council Chamber, 604 West Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

Remote participation is available. Attend via a screen using the link.

<https://us02web.zoom.us/j/82630336344?pwd=nhHFskoXZPAxsmBBla87FI5G8HNKvl.1>

Join by phone at 877-853-5257 or 888-475-4499. The meeting ID is 826 3033 6344 and the passcode is 991495.

1. **CALL TO ORDER**

2. **INVOCATION/PLEDGES**

INVOCATION - The invocation will be given by Pastor Daniel Moore, Creekmont Baptist Church.

PLEDGES - Will be led by Ana Alvarado.

U.S. Flag

Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one and indivisible.

3. **CITIZEN COMMENT**

(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)

4. **PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**

4.a Hurricane Beryl recovery update [Johnny Morales, Emergency Management Coordinator]

4.b Pasadena Livestock Show and Rodeo presentation by Jay McKee on local impact [Rick Helton, Mayor]

5. **CONSENT AGENDA**

(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the Consent Agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.)

- 5.a **Approve the minutes of the August 26, 2024, regular City Council meeting. [Lee Woodward, City Secretary]**
- 5.b **Bay Forest Golf Course Concessions**
Award Request for Proposal (RFP) #24507 "Golf Course Concessions" and authorize the City Manager to enter into a four-year agreement from October 1, 2024 to September 30, 2028, with two additional two-year extensions with Chris Foster/DBA Bay Forest Grill for concessionaire services at the Bay Forest Golf Course. [Billy Stoker, General Manager]
- 5.c **Adopt Resolution 2024-17, authorizing the City Manager to sign the Texas Dept. of Transportation S.T.E.P. Comprehensive Grant Award for the TXDOT S.T.E.P. Comprehensive Grant. [Scott Pullig, Chief of Police]**
- 5.d **Adopt Resolution 2024-18, authorizing the City Manager to sign the Texas Dept. of Transportation Commercial Motor Vehicle S.T.E.P. Grant Award for the TXDOT Commercial Motor Vehicle S.T.E.P. grant. [Scott Pullig, Chief of Police]**

6. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- 6.a **Public Hearing for Fiscal Year 2024-25 Proposed Budget.**
The City Council will hold a public hearing to receive comments regarding their consideration of the proposed City of La Porte, Texas, budget for the 2024-25 Fiscal Year; followed by discussion and possible action to adopt Ordinance 2024-4019, approving the City of La Porte, Texas, Fiscal Year 2024-25 Proposed Budget. [Michael Dolby, Finance Director]

7. STATUTORY AGENDA

- 7.a **Presentation, discussion, and possible action to approve Ordinance 2024-4017, amending Chapter 14, "Animals" of the City of La Porte Code of Ordinances. [Scott Pullig, Chief of Police]**
- 7.b **Presentation, discussion, and possible action to approve purchase of election equipment. [Lee Woodward, City Secretary]**
- 7.c **Civera Election Products**
Presentation, discussion, and possible action to purchase Civera ElectionStats, BallotVerifier, and/or BallotRedactor software products and support services for City of La Porte, Texas, elections reporting. [Lee Woodward, City Secretary]
- 7.d **Presentation, discussion, and possible action to appoint or reappoint members of City of La Porte boards, committees, and commissions. [Lee Woodward, City Secretary]**
- 7.e **Presentation, discussion, and possible action to select a candidate for the Texas Municipal League (TML) Region 14 Director election for a two-year term beginning at the adjournment of the 2024 TML Annual Conference. [Lee Woodward, City Secretary]**
- 7.f **Proposed Ad Valorem Tax Rate Vote**

Presentation, discussion, and possible action to approve the City of La Porte, Texas' proposed ad valorem tax rate for the 2024-2025 Fiscal Year. [Michael Dolby, Finance Director]

7.g Resale Property

Presentation, discussion, and possible action to adopt Resolution 2024-16 accepting a bid by Gus Brieden to acquire tax resale property described as Lots 30 & 31, Block 1114 of La Porte, a subdivision in Harris County, Texas. [Corby Alexander, City Manager]

7.h TML Risk Pool Ballot

Presentation, discussion, and possible action to cast the City of La Porte, Texas' ballot for candidates nominated to the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees for a six-year term. [Corby Alexander, City Manager]

8. REPORTS

8.a Report of the Drainage and Flooding Committee meeting [Councilperson Martin]

9. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission meeting, September 19
- La Porte Development Corporation Board of Directors meeting, September 23
- City Council meeting, September 23

10. COUNCIL COMMENT

Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilpersons, and City staff, for which no formal action will be discussed.

11. EXECUTIVE SESSION The Council will adjourn into executive session without vote unless an objection is raised.

11.a Consultation with Attorney

Texas Government Code Sec. 551.071(2)-Consultation with Attorney. The City Council will meet in closed session with the City Attorney and City Manager to discuss contract with GFL Environmental Services.

11.b Real Property

Texas Government Code 551.072 - Deliberation regarding purchase, exchange, lease, or values of real property: The City Council will meet in closed session with the City Manager and the City Attorney to discuss purchase of real property located in the City of La Porte, Texas.

11.c Real Property

Texas Government Code 551.072 - Deliberation regarding purchase, exchange, lease, or values of real property: The City Council will meet in closed session with the City Manager and the City Attorney to discuss purchase of real property located in the City of La Porte, Texas.

12. RECONVENE into open session and consider action, if any, on item(s) discussed in executive session.

13. ADJOURN

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 consultation with counsel on legal matters; Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - implementation of security personnel or devices; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's office (281-470-5019), two working days prior to the meeting for appropriate arrangements.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

CERTIFICATE

I, Lee Woodward, City Secretary, do hereby certify that a copy of the September 9, 2024, City Council agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.LaPorteTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE:

TIME:

TAKEN DOWN:

Lee Woodward, City Secretary



MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE

Councilpersons Present: Brandon Lunsford, Brent McCaulley, Mandi Williams, Chuck Engelken, Bill Bentley, Rick Helton, Jay Martin, Robbie McLarrin

Councilpersons Absent: None

Councilpersons Attending Remotely: None

Council-appointed Officers Present: Corby Alexander, City Manager, Clark T. Askins, City Attorney, Lee Woodward, City Secretary

The City Council of the City of La Porte met in a regular meeting
on August 26, 2024, at the City Hall Council Chambers,
604 West Fairmont Parkway, La Porte, Texas, at 6:00 p.m.

1. **CALL TO ORDER** - Mayor Helton called the meeting to order at 6:03 p.m.

2. INVOCATION/PLEDGES

The invocation was given by Reverend Jackie King of Victory Tabernacle United Pentecostal Church and the pledges were led by Nadia Olson.

3. PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS

a. **Recognition of fire personnel who received awards at the Annual LPFD Fire Banquet. [Chris Pettis, Fire Chief]**

Ladies Auxiliary Firefighter of the Year - Steve Regan, Captain, Station 4

Firefighter of the Year - Ryan Deering, Firefighter, Station 2

Engineer of the Year - Payton Suggs, Engine Operator, Station 1

Officer of the Year - Bryan Pruitt, Training Captain

Rookie of the Year - Michael Knapik, Firefighter, Station 3

Chiefs Award - Justin Crow, Assistant Fire Chief

President's Award - Cameo Williams, Firefighter, Station 1

b. **Recognition of Officer Jeff Kominek for 25 years of service [Scott Pullig, Chief of Police]**

c. **Employee of the Quarter - Kelly Green [Scott Pullig, Chief of Police]**

d. **Presentation on Union Pacific Railroad's proposed development in Lomax by Cliff Wilson. [Rick Helton, Mayor]**

Cliff Wilson provided a presentation and he and Teri Hayes discussed their concerns about the proposed development and the features of the Lomax neighborhood.

4. CITIZEN COMMENT *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*

Randall Hayes spoke of his concerns about trucking service companies adjacent to the Lomax neighborhood and asked for assistance with the Harris County Flood Control District. Phillip Hoot spoke on the effectiveness of the proposed Whalen siren tower replacement. William Stange of Battleground Estates spoke of his concern about noise and environmental issues and in opposition to the proposed Union Pacific project as well as of the flooding concerns in his neighborhood. David Turner said he was the individual who had been leasing the Union Pacific property for cattle grazing and spoke of unsavory potential effects if the project proceeds.

Without objection, Mayor Helton permitted Emergency Management Coordinator Johnny Morales to provide the Hurricane Beryl debris collection update.

5. CONSENT AGENDA *(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the Consent Agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.)*

- a. **Approve the minutes of the August 12-13, 2024, regular City Council meetings. [Lee Woodward, City Secretary]**
- b. **Fiscal Year 2023-24 Budget Amendment - Adopt Ordinance 2024-4006, amending the City of La Porte, Texas' Fiscal Year 2023-24 Budget by appropriating a total of \$575,000.00 for repairs to the Sylvan Beach Pier due to damage caused by Hurricane Beryl. [Shelley Wolny, Assistant Finance Director]**
- c. **Whelen Siren Tower Replacement at Canada and Carlow - Approve the purchase and installation of a replacement Modulator® High-Powered Speaker Array (Siren Tower) in the amount of \$54,264.00 through The Interlocal Purchasing System (TIPS) under contract #220105. [Johnny Morales, Emergency Management Coordinator]**
- d. **Approve expenditures from Vulcan Materials Company - Approve expenditures for purchase of materials including limestone base from Vulcan Materials Company for a total authorization of \$92,912.87. [Ray Mayo, Director of Public Works]**

Mayor Pro Tem Engelken moved to approve the consent agenda; the motion was seconded by Councilperson Bentley; the motion was adopted, 9-0.

6. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- a. **Ordinance 2024-4004 -Amendments to Chapter 106- Zoning - The City Council will hold a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2024-4004, amending the Code of Ordinances of the City of La**

Porte, Chapter 106 "Zoning", by amending regulations related to: 1) e-cigarette/vape stores; 2) mobile food services; 3) other personal care services/sexually oriented businesses; and 4) public notice by sign posting; followed by discussion and possible action to consider adopting Ordinance 2024-4004, amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning", by amending regulations related to: 1) e-cigarette/vape stores; 2) mobile food services; 3) other personal care services/sexually oriented businesses; and 4) public notice by sign posting. [Teresa Evans, Planning and Development Department Director]

Mayor Helton and City Manager Corby Alexander confirmed this item had been pulled and would not be considered.

- b. Dangerous Building - 122 S. 16th St. - The City Council will hold a public hearing to receive comment on the adoption of Ordinance 2024-4007 ordering the condemnation of a dangerous/substandard structure located at 122 S. 16th St., La Porte, Texas; followed by discussion and possible action to adopt Ordinance 2024-4007 ordering the condemnation of dangerous/substandard structures located at 122 S. 16th St., La Porte, Texas. [Richard Glass, Chief Building Official]**

Mayor Helton opened the public hearing at 7:01 p.m. Richard Glass provided a presentation. There were no comments, but Mr. Glass read a request from the owner for a 90-day continuance. Mayor Helton closed the public hearing at 7:03 p.m.

Mayor Pro Tem Engelken moved to provide a 90-day extension before further considering adoption of Ordinance 2024-4007 ordering the condemnation of dangerous/substandard structures located at 122 S. 16th St., La Porte, Texas; the motion was seconded by Councilperson Martin; the motion was adopted, 9-0.

- c. Dangerous Building - 201 Edgewood St. - The City Council will hold a public hearing to receive comment on the adoption of Ordinance 2024-4008 ordering the condemnation of dangerous/substandard structures located at 201 Edgewood St., La Porte, Texas; followed by discussion and possible action to adopt Ordinance 2024-4008 ordering the condemnation of dangerous/substandard structures located at 201 Edgewood St. [Richard Glass, Chief Building Official]**

Mayor Helton opened the public hearing at 7:04 p.m. Richard Glass provided a presentation. Ms. Allison, the resident, requested a postponement until after the first of the year. Mayor Helton closed the public hearing at 7:09 p.m.

Councilperson Guerra moved to postpone for 150 days any further consideration on adopting 2024-4008 ordering the condemnation of dangerous/substandard

structures located at 201 Edgewood St., La Porte, Texas; the motion was seconded by Councilperson McCaulley; the motion was adopted, 9-0.

- d. Dangerous Building - 201 N. 3rd St. - The City Council will hold a public hearing to receive comment on the adoption of Ordinance 2024-4009 ordering the condemnation of dangerous/substandard structures located at 201 N. 3rd St., La Porte, Texas; followed by discussion and possible action to adopt Ordinance 2024-4009 ordering the condemnation of dangerous/substandard structures located at 201 N. 3rd St. [Richard Glass, Chief Building Official]**

Mayor Helton opened the public hearing at 7:11 p.m. Richard Glass provided a presentation. Mr. Aguilar, a realtor, and his construction manager said they expected to begin work in September and hope to complete rehabilitation of the building by early January 2025. Mayor Helton closed the public hearing at 7:15 p.m.

Mayor Pro Tem Engelken moved to postpone for 90 days any further consideration of adopting Ordinance 2024-4009 ordering the condemnation of dangerous/substandard structures located at 201 N. 3rd St., La Porte, Texas; the motion was seconded by Councilperson Williams; the motion was adopted, 8-1, Councilperson Martin voting against.

- e. Dangerous Building - 203 Bay Oaks Dr. - The City Council will hold a public hearing to receive comment on the adoption of Ordinance 2024-4010 ordering the condemnation of dangerous/substandard structures located at 203 Bay Oaks Dr., La Porte, Texas; followed by discussion and possible action to adopt Ordinance 2024-4010 ordering the condemnation of dangerous/substandard structures located at 203 Bay Oaks Dr. [Richard Glass, Chief Building Official]**

Mayor Helton opened the public hearing at 7:16 p.m. Richard Glass provided a presentation. Otis Rice, the property owner, asked for a 90-day postponement. Mayor Helton closed the public hearing at 7:19 p.m.

Councilperson Williams moved to postpone for 120 days any further consideration on the adoption of Ordinance 2024-4010 ordering the condemnation of dangerous/substandard structures located at 203 Bay Oaks Dr., La Porte, Texas; the motion was seconded by Councilperson McCaulley; the motion was adopted, 9-0.

- f. Dangerous Building - 301 W. Fairmont Pkwy. - The City Council will hold a public hearing to receive comment on the adoption of Ordinance 2024-4011 ordering the condemnation of dangerous/substandard structures located at 301 W. Fairmont Pkwy., La Porte, Texas; followed by discussion and possible action to adopt Ordinance 2024-4011 ordering the condemnation of**

**dangerous/substandard structures located at 301 W. Fairmont Pkwy.
[Richard Glass, Chief Building Official]**

Mayor Helton opened the public hearing at 7:21 p.m. Richard Glass provided a presentation. Property manager Christine Garrett spoke on behalf of the property owner. Mayor Helton closed the public hearing at 7:24 p.m.

Councilperson McCaulley moved to remove 301 W. Fairmont Pkwy, La Porte, Texas, from the dangerous buildings list; the motion was seconded by Councilperson Martin; the motion was adopted, 9-0.

- g. Dangerous Building - 3217 Clarksville St. - The City Council will hold a public hearing to receive comment on the adoption of Ordinance 2024-4012 ordering the condemnation of dangerous/substandard structures located at 3217 Clarksville St., La Porte, Texas; followed by discussion and possible action to adopt Ordinance 2024-4012 ordering the condemnation of dangerous/substandard structures located at 3217 Clarksville St. [Richard Glass, Chief Building Official]**

Mayor Helton opened the public hearing at 7:25 p.m. Richard Glass provided information on the request. There were no comments. Mayor Helton closed the public hearing at 7:27 p.m.

Councilperson Martin moved to adopt Ordinance 2024-4012 ordering the condemnation of dangerous/substandard structures located at 3217 Clarksville St., La Porte, Texas; the motion was seconded by Councilperson McLarrin; the motion was adopted, 9-0.

- h. Dangerous Building - 711 W. Adams St. - The City Council will hold a public hearing to receive comment on the adoption of Ordinance 2024-4013 ordering the condemnation of dangerous/substandard structures located at 711 W. Adams St., La Porte, Texas; followed by discussion and possible action to adopt Ordinance 2024-4013 ordering the condemnation of dangerous/substandard structures located at 711 W. Adams St. [Richard Glass, Chief Building Official]**

Mayor Helton opened the public hearing at 7:29 p.m. Richard Glass provided a presentation. Owners Candace Brooks and her father Robert Brooks requested a 150-day postponement to repair the property. Mayor Helton closed the public hearing at 7:32 p.m.

Councilperson McLarrin moved to postpone for 150 days any further consideration on adoption of 2024-4013 ordering the condemnation of dangerous/substandard structures located at 711 W. Adams St., La Porte, Texas; the motion was seconded by Councilperson Williams; the motion was adopted, 9-0.

- i. **Dangerous Building - 9314 Spencer Hwy. - The City Council will hold a public hearing to receive comment on the adoption of Ordinance 2024-4014 ordering the condemnation of dangerous/substandard structures located at 9314 Spencer Hwy., La Porte, Texas; followed by discussion and possible action to adopt Ordinance 2024-4014 ordering the condemnation of dangerous/substandard structures located at 9314 Spencer Hwy. [Richard Glass, Chief Building Official]**

Mayor Helton opened the public hearing at 7:34 p.m. Richard Glass provided a presentation. There were no comments. Mayor Helton closed the public hearing at 7:35 p.m.

Councilperson Williams moved to adopt Ordinance 2024-4014 ordering the condemnation of dangerous/substandard structures located at 9314 Spencer Hwy., La Porte, Texas; the motion was seconded by Mayor Pro Tem Engelken; the motion was adopted, 9-0.

- j. **Dangerous Building - 9405 Montgomery Ln. - The City Council will hold a public hearing to receive comment on the adoption of Ordinance 2024-4015 ordering the condemnation of dangerous/substandard structures located at 9405 Montgomery Ln., La Porte, Texas; followed by discussion and possible action to adopt Ordinance 2024-4015 ordering the condemnation of dangerous/substandard structures located at 9405 Montgomery Ln. [Richard Glass, Chief Building Official]**

Mayor Helton opened the public hearing at 7:37 p.m. Richard Glass provided a presentation. Owner Ernie Weatherford spoke of his definition of standards, his home in the Missouri City area, and his property management practices. Mayor Helton closed the public hearing at 7:45 p.m.

Councilperson McCaulley moved to permit a 60-day extension before further consideration to adopt Ordinance 2024-4015 ordering the condemnation of dangerous/substandard structures located at 9405 Montgomery Ln., La Porte, Texas; the motion was seconded by Councilperson McLarrin; the motion was adopted, 8-1, Councilperson Guerra voting against.

- k. **Dangerous Building - 9407 Montgomery Ln. - The City Council will hold a public hearing to receive comment on the adoption of Ordinance 2024-4016 ordering the condemnation of dangerous/substandard structures located at 9407 Montgomery Ln., La Porte, Texas; followed by discussion and possible action to adopt Ordinance 2024-4016 ordering the condemnation of dangerous/substandard structures located at 9407 Montgomery Ln. [Richard Glass, Chief Building Official]**

Mayor Helton opened the public hearing at 7:47 p.m. Richard Glass provided a presentation. Owner Ernie Weatherford spoke of his definition of standards and

appreciation of the City Council's service. Mayor Helton closed the public hearing at 7:49 p.m.

Councilperson McCaulley moved to provide a 60-day extension before considering adoption of Ordinance 2024-4016 ordering of dangerous/substandard structures located at 9407 Montgomery Ln., La Porte, Texas; the motion was seconded by Councilperson McLarrin; the motion was adopted, 8-1, Councilperson Guerra voting against.

- I. **La Porte Municipal Airport - The City Council will hold a public hearing to receive comments regarding a request for a through-the-fence operation at La Porte Municipal Airport; followed by discussion and possible action regarding the through-the-fence request. [Corby Alexander, City Manager]**

Mayor Helton opened the public hearing at 7:51 p.m. City Manager Corby Alexander and Public Works Director Ray Mayo provided information. TXDoT Aviation Planner Catrina Gomes offered context. Requestor Keith McGill spoke on his request. Mayor Helton closed the public hearing at 8:13 p.m.

Councilperson Williams moved to instruct the City Manager's Office to move forward with reviewing applicable law and legal review, engage TXDoT Aviation, and provide a quarterly update on the proposed through-the-fence operation at the La Porte Municipal Airport; the motion was seconded by Mayor Helton; the motion was adopted, 9-0.

7. STATUTORY AGENDA

- a. **HCAD Board of Directors nominations - Presentation, discussion, and possible action to adopt Resolution 2024-15, making up to five nominations on behalf of the City of La Porte to the Harris Central Appraisal District (HCAD) Board of Directors to be considered for election by the voting taxing units of Harris County other than conservation and reclamation districts for terms beginning January 1, 2025. [Lee Woodward, City Secretary]**

Councilperson Williams nominated Nolan Allen and Councilperson Bentley indicated he was willing to serve and was nominated without objection (Councilperson Martin nominated Michael Dolby, who, as an employee of the City, was found to be ineligible under the HCAD guidelines).

Mayor Helton placed the motion to adopt Resolution 2024-15, to nominate Nolan Allen and Councilperson Bill Bentley on behalf of the City of La Porte to the Harris Central Appraisal District (HCAD) Board of Directors to be considered for election by the voting taxing units of Harris County other than conservation and reclamation districts for terms beginning January 1, 2025, before the Council; the motion was adopted, 9-0.

b. Presentation, discussion, and possible action to appoint/reappoint members of boards, committees, and commissions. [Lee Woodward, City Secretary]

Councilperson McCaulley moved to approve the appointment of Charles Rothmund to an open position on the La Porte Area Water Authority Board of Directors; Councilperson Guerra seconded the motion; the motion was adopted, 9-0.

c. Future Municipal Solid Waste Transfer Station - Presentation, discussion, and possible action to examine the feasibility of planning a municipal solid waste transfer station for the City of La Porte. [Councilpersons Williams, McLarrin and Mayor Pro Tem Engelken]

Councilperson Williams provided an overview of the issues to be considered and Mayor Helton informed the Council of a pending item to appoint an ad hoc committee for this topic.

8. REPORTS

a. Report of the La Porte Development Corporation Board of Directors meeting [Mayor Pro Tem Engelken]

Mayor Pro Tem Engelken said the Board met, received a BAHEP presentation on the Space Alliance Technology Outreach Program (SATOP); re-elected the Board's President and Vice President; adopted a motion to publish a notice to begin a 60-day comment period for a CIP project.

b. Monthly Fund Balance Report [Michael Dolby, Director of Finance]

Mr. Dolby provided the report, indicating that, at the end of June, the General Fund had 466 days of working capital and the Utility Fund had 226 days of working capital.

9. ADMINISTRATIVE REPORTS

- Drainage and Flooding Committee, September 9
- City Council, September 9

City Manager Corby Alexander said staff would be preparing a more in-depth report on concerns and open code enforcement issues with Louisiana Chemical. He also noted the Harris County Flood Control District (HCFCD) was aware of the issues with the drainage along Lomax mentioned during Public Comment and were working with the City.

10. COUNCIL COMMENT *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific*

factual information or existing policy from the Mayor, Councilpersons, and City staff, for which no formal action will be discussed.

Councilpersons congratulated those recognized at the beginning of the meeting; offered condolences to the family of former police chief Ron Parker, who passed over the weekend; thanked City staff for their work on debris collection; and asked for individual consideration of the items on the item pulled tonight, including that for mobile food units in the Main Street area, with more review from the Planning and Zoning Commission.

11. ADJOURN

Without objection, Mayor Helton adjourned the meeting at 8:57 p.m.

Lee Woodward, City Secretary



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>September 9, 2024</u> Requested By: <u>Billy Stoker, General Manager</u> Department: <u>Bay Forest Golf Course</u> <input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance
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Appropriation	
Source of Funds:	<u>n/a</u>
Account Number:	_____
Amount Budgeted:	_____
Amount Requested:	_____
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Access Report, RFP, Chris Foster proposal

SUMMARY & RECOMMENDATION

On August 8, 2024, the City received a single response to Request for Proposal RFP #24507 for Bay Forest Golf Course Concessions. The contract with the current vendor expires on September 30, 2024.

The RFP was advertised on July 11 and July 18, 2024, in *The Bay Area Observer*, and posted on the Public Purchase and City of La Porte websites. 107 vendors were notified of the RFP and 17 vendors downloaded the RFP. One proposal was received from Chris Foster/DBA Bay Forest Grill. Mr. Foster is the current vendor and has eight years of experience operating the Bay Forest concession. Staff believes Mr. Foster provides a great product and great service to the course's customers and that he is well qualified to continue the concession operations of Bay Forest Grill.

Bay Forest Golf Course Concessions contract consist of a four (4) year term to run from October 1, 2024 to September 30, 2028, with two (2), two (2) year extensions at the City of La Porte and Concessionaire consent. The vendor will pay a monthly fee to the City of La Porte in the amount of \$2,600 per month.

STRATEGIC PLAN STRATEGY AND GOAL

3.0 Infrastructure and Facilities - The City La Porte will have and maintain a strong infrastructure and up to date facilities in order to continue to provide superior services for our citizens.

ACTION REQUIRED BY CITY COUNCIL

Award Request for Proposal (RFP) #24507 "Golf Course Concessions" and authorize the City Manager to enter into a four-year agreement from October 1, 2024 to September 30, 2028, with two additional two-year extensions with Chris

Foster/DBA Bay Forest Grill for concessionaire services at the Bay Forest Golf Course.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

Access Report
Agency
Bid Number
Bid Title

City of La Porte (TX)
24507
Golf Course Concessions

Vendor Name	Accessed First Time	Documents
Touchstone Golf, LLC	2024-07-19 08:21 AM CDT	#24507 - Golf Course Concessions.pdf
School Wholesale Supplies LLC	2024-07-19 12:48 AM CDT	#24507 - Golf Course Concessions.pdf
Oready LLC	2024-07-22 05:38 AM CDT	#24507 - Golf Course Concessions.pdf
ELITE TEXTILE TRADING LLC	2024-07-18 12:05 PM CDT	#24507 - Golf Course Concessions.pdf
Dodge Data & Analytics	2024-07-24 11:41 PM CDT	#24507 - Golf Course Concessions.pdf
Notable Notary Services LLC	2024-07-18 12:02 PM CDT	#24507 - Golf Course Concessions.pdf
Chris Foster	2024-08-05 09:07 AM CDT	#24507 - Golf Course Concessions.pdf
aztec remodeling &landscaping company	2024-07-21 07:38 AM CDT	#24507 - Golf Course Concessions.pdf
Dodge Data & Analytics	2024-07-18 08:21 PM CDT	#24507 - Golf Course Concessions.pdf
Tukmol General Contractor	2024-07-19 01:36 AM CDT	#24507 - Golf Course Concessions.pdf
JTS EXPRESS TRANSPORTATION SER	2024-07-24 08:22 PM CDT	#24507 - Golf Course Concessions.pdf
Perkens WS Corporation	2024-07-21 10:06 PM CDT	#24507 - Golf Course Concessions.pdf
Allied Solutions	2024-07-19 08:20 AM CDT	#24507 - Golf Course Concessions.pdf
CL Engineering & Consulting, LLC	2024-07-23 11:25 AM CDT	#24507 - Golf Course Concessions.pdf
AAA Flexible Pipe Cleaning Co., Inc.	2024-07-18 10:53 AM CDT	#24507 - Golf Course Concessions.pdf
Les Studios de Vero	2024-07-23 12:17 PM CDT	#24507 - Golf Course Concessions.pdf
Luby's Fuddruckers Restaurants LLC	2024-07-23 10:17 AM CDT	#24507 - Golf Course Concessions.pdf



STATE OF TEXAS

CITY OF LA PORTE

CONTRACT

This Contract is made and entered into this 9th day of September 2024, between the City of La Porte, 604 West Fairmont Pkwy, La Porte, TX 77571 (the "City") and Chris Foster (the "Contractor"). In consideration of the mutual covenants and promises contained herein, the City and the Contractor agree as follows:

1. Parts of Contract: RFP #245107 for Golf Course Concessions, and your original Proposal, attached are all made a part of this Contract and collectively evidence and constitute the entire contract for services as outlined in the solicitation documents.

2. Contractor Responsibilities: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the RFP package; and do everything called for therein. All work shall be performed in a good and workmanlike manner.

3. Payment of Service: The City, shall be paid a monthly payment of \$2,600.00 due on the 10th day of each calendar month. No adjustment to the contract monthly fee will be allowed by the City, except when authorized by City, such decision being in the discretion of the City Manager of City but only in the event the Contractor is unable to perform work or provide services because of closure of the Golf Course due to public calamity, weather or other extraordinary circumstances not resulting from the acts of omissions of Contractor. Any payment received after the specified date will incur a late charge of 10% of the balance due. After payment is one (1) month late, the balance due will increase by 1% each month until paid in full. If, at any time, payments are ninety (90) or more days in the arrears, the City will seek remedy by all legal means allowed under Texas law.

4. Term of Contract: The initial term of Contract is for a four-year period commencing on October 1, 2024 ending September 30, 2028. This contract may be renewed under the same terms and conditions for two (2) additional two (2) year periods if agreed upon by both parties. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation set forth in the Request for Proposal.

5. Governing Law: This contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in La Porte, Texas. Venue shall lie exclusively in Harris, Texas.

[1]

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and date first above written.

CITY OF LA PORTE:

CONTRACTOR:

By: _____
Corby D. Alexander
City Manager

By: _____
Chris Foster

DATE: _____

DATE: _____

Owner's Address:

604 West Fairmont Pkwy.
La Porte, Texas 77571
Phone: 281-470-5020

Contractor's Address:

1905 Idlewood Ct.
La Porte, Texas, 77571
Phone: 281-471-1101

REQUEST FOR PROPOSAL

#24507 Golf Course

Concessions



Submission Deadline: August 08, 2024 by 2:00 pm, Central Standard Time

**City of La Porte Purchasing
Division 604 W. Fairmont
Pkwy. La Porte, TX 77571
(281) 470-5126**



City of La Porte

Established 1892

Purchasing Department

The City of La Porte is rich in history and built on community, delivering a safe and attractive environment for all walks of life.

RFP #24507 - GOLF COURSE CONCESSIONS

The City of La Porte (the "City") invites the submittal of responses to this Request for Proposals (RFP) from qualified firms interested in providing the services at the City of La Porte's Bay Forest Golf Course.

Information: Forms furnished by the City of La Porte may be obtained without deposit from PublicPurchase.com; the Purchasing Division Office located at 604 W. Fairmont Pkwy, La Porte, Texas, 77571; or by emailing the Purchasing Division at purchasing@laportetx.gov.

Due Date and Time: Responses must be received no later than Thursday, August 08, 2024, by 2:00 pm Central Standard Time.

Receiving Location: Sealed Proposals will be received at the City Hall Information Desk, 604 W. Fairmont Parkway, La Porte, Texas 77571. The sealed Proposal must include one original and one digital copy both clearly marked with the RFP number and description. The proposals must be received no later than the date and time stated above. The submittal will be opened immediately after the closing hour on said date and only the names of those submitting proposals for consideration will be publicly read.

NO LATE SUBMITTALS WILL BE CONSIDERED

This Request for Proposals does not commit the City to award a contract or lease, or to pay any costs incurred as a result of preparing such a response. The City reserves the right to further negotiate with a respondent (and as may be required by law), or reject any and all responses received, or to cancel in part or in its entirety this Request for Proposals.

The City of La Porte hereby notifies all consultants/offers that in regard to any agreement entered into pursuant to this advertisement, minority business will be afforded equal opportunities to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion or national origin in consideration for an award.

The City reserves the right to reject any and/or all proposals, to waive any and all technicalities, and to accept any proposal or part thereof, which in the opinion of the City Council, is most advantageous to the City. In case of ambiguity or lack of clearness in stating the prices in the proposal, the City reserves the right to consider the most advantageous proposal thereof or to reject the proposal.



General Information to Proposers

From Posting the Request for Proposal to Submission

Article 1. Requirements for Bidding and Instructions to Bidders

1.1 The Proposal Documents

The Bid Documents include this Invitation, Request for Proposal Pages, Requirements for Bidding and Instructions for Bidders, Standard Terms and Conditions, Special Conditions, Supplemental Special Conditions (if any), Detailed Specifications, Plans and Drawings (if any), Insurance Requirements, and all other exhibits attached hereto, and any and all clarifications and addenda issued by the City. Upon the award and execution of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents.

1.2 Preparing the Proposal

Proposals are to be prepared and submitted in accordance with the provisions herein. Failure to do so may result in rejection of the proposal. Proposals must be prepared and submitted only on the forms provided within the solicitation package. Where a signature is required, an authorized representative of the respondent must do so. Evidence as to such authority may be required.

1.3 Obtaining the Solicitation Documents

Proposal Documents are typically provided at no cost. If a fee is to be charged it will be so stated in the Invitation to Request for Proposals.

1.3.1 Downloadable Proposal Documents

The primary method to obtain documents is by downloading from PublicPurchase.com. If unable to do so, please contact the Purchasing Division at purchasing@laportetx.gov or at 281-470-5126.

1.4 Clarifications and Addenda

Owner shall not provide interpretation of the meaning of the plans, specifications or other pre-bid documents to any respondent orally. Such communications must be in writing issued by the Purchasing Division.

1.4.1 Clarifications

A request for such interpretation shall be submitted in writing to the City's Purchasing Division purchasing@laportetx.gov or delivered to the Purchasing Division Office at 604 W. Fairmont Parkway, La Porte, Texas 77571. Purchasing will act as liaison between the requester and the departmental representative to seek clarification or supplemental instructions appropriate to the request.

1.4.2 Addenda

All interpretations, clarifications or supplemental instructions will be in the form of written addenda. Bidders cannot rely on oral or informal responses; such answers will not be binding upon the City. These interpretations, clarifications or supplemental instructions will be placed with the solicitation documents on PublicPurchase.com not later than 10 working days prior to the scheduled time for receipt of bids. Addenda posted less than the 10 working days prior to the scheduled time for receipt of bids may include an extension to the original date of scheduled for receipt of proposals.

Failure of any participant to receive any such Addendum or interpretation shall not relieve participant from any obligation of submitted bid. All addenda issued shall become part of the contract documents and must be acknowledged as received on the submitted document(s).



1.4.3 Communications

All communication with potential respondents should be made only through the City's Purchasing Division, purchasing@laportetx.gov or 281-470-5126. City staff should not have contact with potential respondents outside of pre-solicitation conferences. If a staff member or Council member is contacted by a potential respondent, staff must politely decline to discuss the procurement and forward the inquiry to the Purchasing Division. Likewise, a respondent that contacts someone other than authorized staff in regards to a solicitation may be disqualified.

1.5 Examination of the Proposal documents

Respondents shall carefully examine all of the Proposal Documents before completing the forms and submitting a Proposal. A Respondent that is awarded a contract will be solely responsible for all costs arising from and associated with that Respondent's failure to comply with the requirements of the Proposal Documents, including, without limitation, this requirement to inspect the Proposal Documents.

1.6 Exceptions or Variances

For the purposes of proposal evaluation, Bidders must indicate any variances, no matter how slight, in the specification comments, the Proposal page or pages attached thereto with the exact nature of the change outlined in sufficient detail. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications.

By receiving a proposal, the City does not necessarily accept any variance or exception contained in a proposal. All variances or exceptions submitted are subject to review and approval by the City. If any proposal contains material variances that, in the City's sole opinion, make the bid conditional in nature, the City reserves the right to reject the proposal or part of that proposal that is declared by the City as conditional.

1.7 Bid Prices Must Incorporate All Costs

Proposed prices must include any freight, handling, or other fees associated with the proposed goods or services. No additional costs will be allowed, if not included in this proposal. Any applicable fees with regard to ACA should be included in the proposal.

1.7.1 Taxes

The City of La Porte is not subject to the State of Texas Sales Tax. The City's State of Texas Blanket Certificate number is 369-661-4.

1.8 Completion of the Solicitation Documents

Each participant must complete all of the forms listed as required forms. The forms, including the RFP Proposal Pages, must be completed in ink, or typewritten. Respondents may not change any of the Proposal Documents. Any changes made by a Respondent to the Proposal Documents may result in rejection of the Proposal, and will not be binding upon the City.

If in a response, the respondent either electronically scans, re-types or in some way reproduces the City's published solicitation package, then in the event of a conflict between the terms and provisions of the City's published specifications, or any portion thereof, and the terms and provisions of the bid response submitted by the respondent, the City's specifications as published shall control. Furthermore, if an alteration of any kind to the City's published specifications is only discovered after the contract is executed and is or is not being performed the contract is subject to immediate cancellation.

1.9 Trade Names and Substitutions

Reference to a specific manufacturer or trade name in this solicitation is intended to be descriptive (but not restrictive) and to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items that have been deemed by the City to be satisfactory. The Respondent must, if awarded the Contract, provide the product(s) specified, unless equivalent alternatives have been proposed as described below and found



acceptable to the City.

A respondent choosing to participate in this solicitation for proposals with an alternate product(s) from those specified in the solicitation, must identify such alternate items with its proposal with a detailed explanation and documentation in support of how the alternate items proposed can perform as well as or better than those specified. Unless an alternate item is so identified, it is understood that the Respondent proposes, and will be required to provide, the specific item or deliverables described in the specifications. No substitution of specified items will be allowed thereafter except as otherwise provided for in the specifications.

Documentation in support of alternate items includes, but is not limited to:

- complete data substantiating compliance of proposed alternate items with requirements stated in the solicitation including:
 - product identification, including manufacturer's name and address
 - manufacturer's literature identifying the product description, reference standards, performance and test data
 - samples, as applicable
 - name and address of similar applications on which the product has been used, and date of usage.
- itemized comparison of proposed alternate item with product or service specified, listing significant variations

Respondent warrants and represents that in making a formal request for substitution with alternate items that:

- the proposed alternate item is equivalent or superior in all respects to the product specified, and
- the same warranties and guarantees will be provided for the alternate item as for the product specified
- Bidder is solely responsible to provide all pertinent product data with the solicitation package

1.10 Authorized Dealer/Distributor

Solicitations involving proposals for equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors, the Contractor must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Further, the Contractor must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. The Solicitation documents will typically ask the participant to certify that it is an authorized dealer/distributor when this requirement is applicable. The Respondents' compliance with these requirements will be determined by the Purchasing Division, whose decision will be binding.

1.11 Recycled materials

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, The City of La Porte encourages the use of products made of recycled materials. The City will be the sole judge in determining product selection and suitability.

1.12 Estimated Quantities

Unless explicitly stated to the contrary in the Specifications, or Proposal pages, any quantity shown on the Proposal Pages represent estimated usage and as such are for solicitation purposes only. The City reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as intent on the part of the City to procure any goods or services beyond those determined by the City to be necessary to meet its needs.

The City will only be obligated to pay for such quantity actually received or services actually provided and accepted as satisfactory and upon receipt of an itemized, correct invoice.

1.13 Proposal Modifications

A respondent may modify their proposal by written communication at any time prior to the scheduled receipt of proposals, provided such communication is received by the Owner prior to scheduled time for receipt of proposals.



1.14 Withdrawal of Proposal

Participants may withdraw their Proposal at any time prior to the date and time for Proposal opening. Requests for withdrawal must be made in writing. Respondents must make their own arrangements for the return of their Proposal.

1.15 Cooperative or Interlocal Purchases

Vendors with contracts awarded as Cooperative Purchasing Program participants may submit those contracted items so long as the specific cooperative contract details necessary to allow the City to verify that the proposed products or services satisfy the City's specifications and requirements are included. This information may include attachments to convey the contract specifics.

The City may also, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives to enhance the City's purchasing power. At the City's sole discretion and option, the City may inform other entities that they may acquire items listed in this solicitation. Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this solicitation shall be listed on a rider attached hereto if known at the time of issuance, or if after contract award, issued subsequently.

Entity purchase orders shall be submitted to Vendor by the Entity. The City of La Porte will not be liable or responsible for any obligations, including, but not limited to, payment and for any item ordered by an entity other than the City.

Furthermore, Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations or promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by the City of Entities, or whether Entity will purchase utilizing the City's contract.

1.16 Submission of Proposals

Proposals shall be submitted on a USB in a sealed envelope, and should clearly state the Request for Proposal number and name and submitted to the address listed below:

Proposal Receiving Locations:

City of La Porte, Attn: Purchasing Department, 604 W. Fairmont Parkway, La Porte, Texas 77571.

1.16.1 Respondents are responsible for Proposal delivery

Each Respondent is solely and completely responsible for delivery of its Proposal to the designated delivery location before the date and time established for the Proposal opening. Any Proposal that is not delivered on time, including Proposals mistakenly delivered to other City offices, will not be accepted. The City is under no obligation to ensure that misdirected Proposals are delivered to the designated delivery location prior to Proposal opening. This article also applies to Proposals sent via U.S. Postal Service or messenger service.



From Proposal Receipt and Evaluation to Award

1.17 Proposal Opening

Proposals will be opened and only the respondent names read immediately following the deadline for the submission of Proposals has passed. All Proposals and Proposal Documents are subject to review by City Staff to determine responsiveness and responsibility.

1.18 Effective Term of Proposal

Unless a proposal is expressly rejected by the City, all proposals will remain in effect for ninety (90) days subsequent to proposal opening. Respondent may not withdraw or cancel or modify its proposal for a period of ninety (90) days after the advertised closing time for the receipt of Proposals. The City reserves the right to reject any proposal where a modification of its Proposal materially affecting the proposal prior to the ninety (90) day period occurs.

The City may request that Respondents extend the effective period of their Proposals. Such requests will be made in writing, and will require the Respondents' written consent to the extension.

1.19 Evaluation and Consideration of Proposals

1.19.1 Determination of responsiveness

The City of La Porte Purchasing Division will review Proposals to determine whether they conform to the requirements of the Proposal Documents.

1.19.1.1 Must Propose all line items

A Bidder must propose all requirements set forth in the Proposal Pages, except to the extent that the Specification expressly allows otherwise. Proposals submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

Per the Basis of Award, if Contract(s) will be awarded per Section or Group, Respondents must bid all items within a Section or Group, except to the extent that the Specification expressly allows otherwise. Respondents are not required to propose all Sections or Groups. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non responsive to this requirement.

1.19.1.2 Mathematical Calculations

The City of La Porte Purchasing Division reserves the right to make corrections after receiving the proposals to any clerical error apparent on the face of the proposal. This includes but is not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Respondent's "Unit Price" and "Total Price" submitted for any line reveals a calculation error, the Unit Price shall prevail.

1.19.1.3 Unbalanced Bids

The Purchasing Manager or their designated representative reserves the right to reject any Proposal that, in his or her sole discretion and authority, determines is materially unbalanced.

1.19.1.4 Conditional Bids

Conditional proposals will not be accepted.

1.19.2 Determination of Responsibility

The City of La Porte Purchasing Division has the sole discretion and authority to make the determination of responsibility. A Respondent may be requested to submit such additional information pertaining to responsibility as the Purchasing Official deems necessary. Failure to comply with such a request will result in a finding of non-responsibility and rejection of the Proposal.



1.19.2.1 Respondent Debts or Defaults

The City reserves the right to refuse to award a Contract to any bidder that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

1.19.2.2 Competency of Respondent

Respondent, if requested must present within a reasonable time, as determined by the City, evidence satisfactory to the Purchasing Division of ability to perform the Contract and possession of necessary facilities, financial resources and adequate insurance to comply with the terms of these specifications and contract documents.

The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such respondent fails to satisfy the Owner that such respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

1.19.2.3 Rejection of proposals and waiver of informalities

The Purchasing Manager, in their sole discretion and authority, may determine that it is in the best interest of the City to reject any or all Proposals or to waive any informality in the proposal submitted in response to any invitation for Proposals.

1.19.2.4 Tie Bids

In the event of tie bids, preference will be given to the bidder who offers the best value to the city in accordance with State Law.

1.20 Method of award

Evaluation will be based strictly on the criteria stated in this Request for Proposal. The highest ranked proposal may be negotiated and one or more respondents may be allowed to present a best and final offer. If proposal amounts exceed the available funds to finance a contract, the City may reject all proposals or may award the contract on a negotiated proposal with deductible alternates as to produce a net amount which is within the available funds.

ARTICLE 2 Incorporation of Exhibits

The following attached Exhibits are made a part of this agreement:

- Exhibit A - Pricing Proposal
- Exhibit B - Insurance Requirements
- Exhibit C - Conflict of Interest Questionnaire
- Exhibit D - Local Bidder Preference
- Exhibit E - References
- Exhibit F - Operational Experience
- Exhibit G - Questionnaire

Contract Term

This RFP is for an initial term from the date of execution or commencement of operations coinciding with the TABC licensing approval and issue until September 30, 2028. Two (2) two-year renewal options maybe considered.

The city may terminate the Contract with a 30-day written notice at any time if the successful respondent fails to comply with all conditions provided or if the performance is unsatisfactory.



Scope of Work and Detailed Requirements

The Bay Forest Golf Course is a popular golf facility located within the City of La Porte, Texas. It hosts several sponsored tournaments annually along with being a hub for community engagement and small private gatherings. The city is soliciting proposals in order to identify individuals and/or businesses qualified to operate and manage concessions both over-the-counter and on the course at the Bay Forest Golf Course. The awarded vendor is expected to provide the professional services normally associated in the management and operation of concessions at a publicly held facility. The Vendor will be required to sign the Concession Agreement.

The concession area is to be open every day of the year, including any holiday that the Bay Forest Golf Course is open. You are responsible for hiring of all personnel, procuring, preparing and cooking a variety of foods that require only a short preparation time, taking orders, serving food and beverages (both alcoholic and non-alcoholic), managing on site inventory, all housekeeping within the concession area, processing payments and ensuring great customer service. This is an over-the-counter type of operation for servicing or dispensing of food and beverages to patrons who may themselves carry the food to a desired area and mobile cart service on the golf course.

In further and full consideration of the exclusive concession use granted by the City, the Concessionaire shall pay the City a base Concession Fee. The Fee shall be exclusive of utilities; utilities (excluding telephone) including cable/satellite within the space are provided at no cost to the Concessionaire.

The average annual golf rounds played is 42,000 rounds. In 2023 Bay Forest hosted several scheduled tournaments with the number of players ranging between 32 and 140 players participating in them.

The new contract is to commence on October 1, 2024 and operations shall commence concurrently with the TABC licensing effective dates and shall be renewable automatically, annually thereafter each fiscal year for up to four (4) years, plus two (2) additional 2-year renewal options may be considered.

Minimum Requirements for Providing the Services

Licenses

Concessionaire shall prepare the application for and assume full responsibility for all costs and expenses of obtaining and keeping in effect for the term of the Contract any and all certifications required by the City of La Porte, Harris County and the State of Texas, including Food Health Certifications and the appropriate mixed beverage license as issued by the TABC. All mobile or delivery concessions must maintain the same health and safety standards as over-the-counter snack bar operations. Concessionaire shall abide by all rules and regulations relative to any such license. Failure to qualify for a liquor license or other required licensing or certifications, including those issued by the Health Department, or obtaining a Tax permit by the date operations commence may constitute a default hereunder.

Customer Service

Concessionaire and all of its employees, agents, or representatives shall provide premier customer service to internal and external customers by responding to requests in a timely and professional manner. Concessionaire and its employees shall communicate and coordinate courteously and effectively in a family friendly manner with customers, city staff, officials, patrons, volunteers, and other outside organizations.

The Concession Space (Premises) and Utilities

Concession space shall mean the kitchen area, adjacent dining area, restrooms and common hallway, plus the outdoor patio area. Concessionaire shall have the exclusive use of the space for the purpose of offering food, non-alcoholic beverages, licensed alcoholic beverages and related services primarily to golfers utilizing the Course, and, incidentally, to the public. On course services shall also be provided. The successful vendor shall retain the revocable sole and exclusive right of the concession space, all golf course concessions (including tournaments), cart service, and other events scheduled at the facility during the contract term. The Bay Forest Golf Course provides routine professional insecticide treatment deemed safe for food service.

The City of La Porte maintains the building structure (roof, structural elements, exterior walls, doors, windows, foundation, HVAC, the normal periodic maintenance of the range hood duct work, exhaust, fan hoods, hood fire suppression system, and kitchen make-up air ductwork including necessary repairs, electric power lighting panels and distribution circuits, plumbing system and fixtures (if not the result of negligence or intentional acts), dishwasher, drain, and grease traps.



The concessionaire is solely responsible for the repair and normal periodic maintenance of the kitchen and bar equipment and furnishings other than those stated previously as maintained by the city.

Concessionaire shall be solely responsible for the ongoing cleanliness of the Premises in order to provide a clean, sanitary and orderly appearance for golfers and the public, including but not limited to the kitchen area, busing and cleaning tables, chairs, patio deck, floor areas and common areas/hallways, windows, walls, and removing trash accumulations to designated trash containers in accordance with the ordinances, resolutions, statutes, and the health, sanitary and police regulations of the City of La Porte, Harris County, Texas. Restrooms are serviced by the City's janitorial provider. No offensive or refuse matter, unlawful fire hazard or item that may be considered detrimental to the public health shall be permitted on the Premises.

In the event of destruction rendering only the concession space unusable for said purpose, the City shall endeavor, but not be obligated to make substitute premises available for Concessionaire's use. During any period of use by Concessionaire of such substitute Concession Space, the City may direct that the Concessionaire's fee be abated proportionately,

If the Clubhouse, Concession Space, or Golf Course shall be only injured by fire or the elements to such extent so as not to render the same unfit for use and occupancy, the City shall make every effort to repair the same with all reasonable speed.

No compensation or claim shall be made by or allowed to Concessionaire by reason of any inconvenience or annoyance arising from the necessity of closing from use or repairing any portion of the Clubhouse or Bay Forest Golf Course, however the necessity may occur.

Purpose for which areas are intended

The concession areas that are the subject of this RFP are intended for the operation of authorized concessions only and may not be used by the Concessionaire for any other purposes. The areas may not be used for storage of any supplies, materials, or equipment that is not used in this operation. Concessionaire will furnish all storage containers, etc. needed for the operation, cleanliness, sanitizing of concessions area and equipment, protection of food products, and to protect products from insects/bugs.

An adequate stock of food and beverage supplies, condiments, dishes, silverware, napkin dispensers, salt and pepper shakers, cups and glassware, and any kitchen utensils or bar equipment necessary to serve the demand for such items shall be the sole responsibility of the Concessionaire.

Concessionaire may not use any part of the Premises or any building situated on them for any use or purpose that violates any applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Harris, or the City of La Porte or other lawful authority with jurisdiction over the Premises.

Concessionaire shall have the right in ingress and egress to and from the Clubhouse and Concession space for Concessionaire's employees, agents and invitees to the extent reasonably necessary in connection with the conduct of business as stated under this agreement. Any area designated as restricted by the City shall be excluded.

The City, its officers, agents and representatives shall be permitted to enter the said Premises at all reasonable times to examine the same or to make such repairs therein as shall be deemed requisite by the City.

Menu, Merchandise, Prices and Payments

Concessionaire shall have the ability to accept cash and credit card transactions at the Concession Space as well as the mobile beverage/snack cart. At a minimum, Concessionaire must accept MasterCard, Visa, and American Express from patrons. The Concessionaire is responsible for processing any associated credit card charges through its system and bank.

No item (menu item or other merchandise) shall be sold without prior permission of the Bay Forest Golf Course General Manager. All prices on items sold shall be presented to the City's representative for approval prior to each contract year. The City must approve all price changes and prices for new items and shall do so in a reasonable manner taking into account the business considerations presented by the concessionaire. The Golf Course General Manager shall make the final determination.

The Concessionaire can choose their own vendor for drinks and other food supplies. Vending machines are not allowed in the Concession Space. Concessionaire is responsible for accepting all deliveries of product and equipment for operations at the designated service entrance only.



Furniture and Equipment

Concessionaire is solely responsible for any additions and/or changes to equipment design, installation and layout and must maintain compliance with local Health and Fire Department regulations at all times. Electrical, plumbing, or drain line additions or changes must be approved by the city prior to planning and/or installation. Any installation shall be according to all applicable laws, regulations and City of La Porte Ordinances.

The cost of any fixtures, furniture or equipment added or replaced and installed during the term of the Contract shall be borne by the Concessionaire and such equipment will remain Concessionaire's property. The repair or replacement of any furniture, fixtures or equipment necessary to provide uninterrupted concession services is the sole responsibility of the Concessionaire.

If upon termination of the Contract the city does not renew said Contract, the Concessionaire shall have the right to remove any owned equipment, furnishings, and expendables. If, upon receipt of proper notification by the city to the Concessionaire, the equipment, furnishings or expendables are not removed in a timely manner, said equipment, furnishings and expendables may become property of the city.

Suggested equipment for the kitchen includes, but is not limited to the following:

- Walk-in cooler/freezer (existing in the space, provided by the city)
- Fryer - 2
- Range - Grill
- Sink - 3 compartment
- Freezer
- Refrigerator
- Ice Machine
- Hand Sink
- Stainless Steel tables
- Sandwich case
- Beverage boxes

The city will provide matching tables and chairs to accommodate at least 50 people inside the concession area and matching tables and chairs to accommodate at least 48 people in the adjacent outdoor patio concession area.

Hours of Operation

Subject to the exception for inclement weather or other necessary Bay Forest Golf Course closures, the Concessionaire will be required to provide food and beverage services daily from 6:30 am until one (1) hour after the last golf round has finished on that day.

Throughout the lease, and with prior approval by the City, Concessionaire may, at its own discretion, close the services during inclement weather, or may provide less than a full-service operation pending customer demand during specified times, with prior approval of the Golf Course General Manager.

Concessionaire shall have the first right of refusal, but is not obligated under this agreement to facilitate luncheons or other meals for special occasions other than scheduled meetings and tournaments. If an event is scheduled and the Concessionaire elects not to provide the services, the city may provide food and beverage services by other means.

Contract Implementation

Within ten (10) days of the effective date of the Contract, the Concessionaire in coordination with the City, shall prepare a final written transition plan for the Golf Course General Manager. The plan shall ensure that the Contractor will implement a fully functioning, licensed operation (including inventory, equipment, furnishings and staff training/certifications) to be in effect no later than the effective date(s) of all required licensing and/or certifications, and in such a way as to prevent an interruption of the concession services during the transition period until full operations are achieved by the awarded Concessionaire.

Fee Paid to the City by Concessionaire

The Concessionaire shall propose to the City of La Porte a base fee to be paid monthly for the initial term of the contract. The base fee proposed must meet or exceed a base of \$2600 due each month. The fee shall be due on the 10th calendar day of each month for the prior months operation. No adjustments to the base fee will be allowed, including those for weather, closures or other variables.

Any payment received after the specified date will incur a late charge of 10% of the balance due. Payments made 30 days after the specified date will incur an additional 1% each month until the balance is paid in full. An account 90 days or more in arrears may be grounds for termination and the city will seek remedy by all legal means allowed under Texas Law.



Submission of Proposal

Respondent shall provide a proposal that clearly demonstrates their experience and ability to perform in this type of operation, articulates the operations plan specifically for the Bay Forest Golf Course, demonstrates the ability to comply with all appropriate law and regulations, documents evidence of the ability to operate a food and beverages service in a manner consistent with the Industry Best-Management practices for customer satisfaction, cleanliness and sanitation, maintenance, and safety and health

Submission Requirements

- A One Thousand Dollar (\$1,000.00) Bid Bond, utilizing the form attached in this solicitation must be submitted with your proposal.
- A cover letter stating your understanding of the requirements and intended operations for this Request For Proposal. A description of your interest in and the ability to perform these services, including licenses and certifications (or the ability to qualify for the required licenses and/or certifications in a timely manner), and operational experience
- An audited Financial Statement (must be 2023 or later)
- A sample menu, for both daily service and tournaments, including suggested pricing and the basis used to arrive at the pricing
- A recommended complaint resolution process
- References and operational experience
- A completed Questionnaire
- Furniture and equipment plan
- Proposed base fee

Evaluation Criteria

1. QUALIFICATIONS 20 Points, maximum

Proposers shall demonstrate the ability to create and successfully operate a program of comparable size while complying with the specifics of the RFP. Describe only relevant operational experience for any personnel actively engaged in providing the services at Bay Forest Golf Course. Do not include corporate experience unless personnel assigned to this project actively participated.

Do you currently or have you ever successfully attained a TABC mixed beverage license? Do you currently meet the TABC requirements to apply for a mixed beverage license at the time of submission? Food preparation and handling training or certifications? Employees with TABC training?

2. REFERENCES AND OPERATIONAL EXPERIENCE 15 Points, maximum

List at least three (3) previous or current contracted operations that best demonstrate your ability to operate the concessions as described in this RFP. Please include the contact information for each reference provided including name, address, current telephone number and E-mail address. Additionally, please include (1) how you may have changed or improved operations once the referenced contract began; (2) how you tailored the service specifically to the client; and (3) actions taken to attract and increase patronage and revenue both indoors and on the course.

3. QUALITY 20 Points, maximum

Food variety and selections offered, presentation, and the process of items to be sold; when and why the menu may change? Customer complaint resolution. Sample menu and pricing for both daily service and a tournament menu

4. EQUIPMENT 20 Points, maximum

Provide a complete listing of equipment, furniture and fixtures proposed for the concession space including the age, model and condition of all major appliances that will be installed/utilized for this service.

5. FINANCIAL 15 Points, maximum

Demonstrate that you currently have the financial resources to develop, implement and operate as outlined in this RFP.

6. CONCESSION FEE PROPOSED 10 Points, maximum

Amount proposed to meet or exceed the monthly base fee of \$2,600.00.



Insurance Requirements and Bonding

Contractor's performing work on City property or public right-of-way on behalf of the City of La Porte shall provide a certificate of insurance in accordance with the coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. It required that the required insurance be maintained at all times during the performance of the contract.

All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of La Porte.

Signing this solicitation indicates that you have the required insurance and if selected to perform the work, will provide the certificates of insurance naming the City as additionally insured. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

The types and amounts of insurances required are found in Exhibit B. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

A bid bond in the amount of \$1,000 is required to submit a proposal.

A Business Services Bond in the amount of \$5,000 may be required at contract execution.

Proposal Pages

Contractor agrees to charge to the public the retail prices, exclusive of any sales tax, as shown on Exhibit A, attached hereto, incorporated by reference herein, and made a part hereof for all purposes. Contractor shall offer no other item for sale that is not on the approved price list. Initial pricing shall be in accordance with the RFP. Contractor may add, delete, or make other adjustments to items or pricing from time to time, provided each item or price change is pre-approved, in writing, by the Golf Course General Manager prior to its offering.



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

EXECUTION AND ACCEPTANCE PAGES

Bid execution and acceptance pages follow. Please complete **only** the Execution page appropriate for your business type.

Remainder of this page intentionally blank.



CITY OF LA PORTE
LOCAL BIDDER PREFERENCE APPLICATION

Sections 271.905 and 271.9051 of the Texas Local Government Code authorize a municipality to consider a vendor's location in the determination of a bid award if the lowest bid received is from a business outside the municipality and contracting with a local bidder would provide the best combination of price and other economic benefits to the municipality. The City of La Porte, Texas has determined that the allowable preference shall be applied to local vendor's bids for the purposes of evaluation when requested in writing by local bidder and when determined to be in the best interest of the City to do so. **This request form and any supporting documentation must be submitted with quote/bid in order to be considered by the City of La Porte, Texas.** Questions should be addressed to the Purchasing Department at 281-470-5126. Exclusions to the local preference include expenditures of \$25,000 or less, and those purchases which are: sole source, emergency, federally-funded, cooperative contracts, service contracts subject to the Professional Services Procurement Act, contacts awarded through request for proposals or qualifications, or via inter-local agreement.

Location Eligibility: Principal place of business in La Porte, Texas. Principal place of business is defined herein as a business that is headquartered in and has an established place of business in the incorporated limits of the City of La Porte, and from which a substantial role in the entity's performance of a commercially useful function or a substantial part of its operations is conducted. A location utilized as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed as a principal place of business.

1.

- (a) If yes, identify name of business/DBA, address and business structure: sole proprietorship, partnership, corporation or other.

Name of business/DBA: Chris Foster / DBA Bay Forest Grill

Address: 201 Bay Forest Drive

City: La Porte State: TX Zip: 77571

- Sole Proprietorship
- Partnership
- Corporation
- Other _____

- (b) Name and city of residence of owner(s) partners/corporate officers as applicable

Name: _____

City: _____

2. General Business Information:

- (a) Year business established (La Porte location) 2016
- (b) Most recent year property valuation (if owned); real and personal property \$ _____
- (c) Is business current on all property, sales tax and utility bills at the time of this application? Yes (d)
- Total number of current employees 7 and number of La Porte-resident employees 5

3. Economic Development benefits resulting from award of this contract:

- (a) Number of additional jobs created 5 or retained for La Porte resident-employees _____
- (b) Local subcontractor utilized, if applicable; name, location and contract value for each



LOCAL BIDDER PREFERENCE APPLICATION, Continued

Name: Chris Foster

Address: 201 Bay Forest Drive, La Porte, TX 77571

Contract Value \$ _____

(c) Other economic development benefit deemed pertinent by applicant

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

City Bid No. /Quote for which the local preference is requested: _____

Chris Foster

(Name of Bidder)

8-6-24

(Date)

Chris Foster

(Signature)

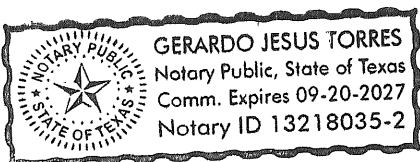
Chris Foster

(Print Name)

THE STATE OF TEXAS §

COUNTY OF Harris §

Appeared before me the above-named Chris Foster, known to me to be the same, and swore that the information provided in response to the foregoing questions are true and correct to the best of his/her knowledge and belief, this 6th day of August, 2024.



Gerardo Torres
NOTARY PUBLIC, STATE OF TEXAS

Printed Name: Gerardo Torres

Commission Expires: 09/20/2027



8.4 Bid Execution By a Sole Proprietor

The undersigned, hereby acknowledges having received Solicitation Number _____ containing a full set of Contract Documents, including but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable), 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) _____

and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents regardless of whether a complete set thereof is attached to this proposal or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this solicitation designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit this execution page on behalf of the Disclosing Party; (2) warrants that all certifications and statements contained in the execution pages are true, accurate and complete as of the date the execution page was submitted; and (3) further warrants that, as of the date of submission of this solicitation there have been no changes in circumstances since the date that the Execution page was submitted that would render any certification in the execution page false, inaccurate or incomplete.

Furthermore, the undersigned being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

SIGNATURE OF PROPRIETOR:

(SIGNATURE)

[Handwritten signature]

DOING BUSINESS AS:

(Print or Type)

Business Address

(Print or Type)

Bay Forest Grill

201 Bay Forest Drive

(Print or Type)

La Porte, TX 77571

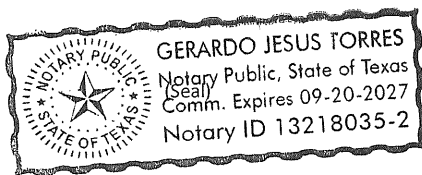
(Print or Type)

State of Texas County of Harris

This instrument was acknowledged before me on this 6th day of August, 2024 by Annis Foster as President (or other authorized officer) and N/A as Secretary of N/A (Partnership Name).

[Handwritten signature]
Notary Public Signature

Commission Expires: 09/20/2027





References:

Exhibit E

Please PRINT or TYPE here, the names, addresses and other contact information of persons in a management capacity where other similar work has been provided within the last five (5) years, or is currently being provided that may be willing to provide a reference and recommendation for your company. Failure to complete and submit this form may be cause to disqualify your proposal. References provided must be for similar events.

At least 2 of the 5 required references should be current and of a similar size and scope. Contractor shall also indicate the date services were performed and a brief description of the type of event, and any other pertinent information involved for each reference provided.

Company Name	Contact	Address	Telephone	E-mail
Billy Stoker	201 Bay Forest Dr,	La Porte, TX 77571	281-799-4141	
Bay Forest Golf Course General Manager				

Company Name	Contact	Address	Telephone	E-mail
Alex Osmond			281-744-5143	
Bay Forest Golf Course / Previous General Manager				

Company Name	Contact	Address	Telephone	E-mail
Bob Mooney			832-661-9796	
Bay Forest Grill - Previous Owner				

Company Name	Contact	Address	Telephone	E-mail
	Doug MARTIN	La Porte, Tx	713-875-2272	
Former owner PAUL U. LEE FUNERAL HOME				

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail



Exhibit F

Operational Experience – Minimum of 3 required

Type of Operation:	Bay Forest Grill
Owner Name, Address and Contact Info: (including e-mail)	Chris Foster - 713-703-2057 foster84@att.net
Description of the services provided Including number of employees, hours of operation	All Bar & Kitchen Services Seven employees & myself Open Sun - Sat, 7:00am - close
Start date and end date of relationship	10/1/2016 Start and current owner
Average number of patrons served daily	Average 150
Reason for leaving	

Type of Operation:	Quiznos Sub
Owner Name, Address and Contact Info: (including e-mail)	Chris Foster - 713-703-2057 foster84@att.net
Description of the services provided Including number of employees, hours of operation	Sandwich Shop (Lunch & Dinner) Average 8-10 employees Open Sun - Sat, 10:30am - 9:00pm
Start date and end date of relationship	2001 Start date / 2009 End date
Average number of patrons served daily	Average 150
Reason for leaving	Sold the business

Continued next page

Operational Experience, Exhibit F Continued,

Type of Operation:	
Owner Name, Address and Contact Info: (including e-mail)	
Description of the services provided Including number of employees, hours of operation	
Start date and end date of relationship	
Average number of patrons served daily	
Reason for leaving	

Type of Operation:	
Owner Name, Address and Contact Info: (including e-mail)	
Description of the services provided Including number of employees, hours of operation	
Start date and end date of relationship	
Average number of patrons served daily	
Reason for leaving	

Type of Operation:	
Owner Name, Address and Contact Info: (including e-mail)	
Description of the services provided Including number of employees, hours of operation	
Start date and end date of relationship	
Average number of patrons served daily	
Reason for leaving	



Exhibit G

Questionnaire

Answer the following questions as completely as possible. Use additional sheets, if necessary

1. How would you stimulate concession sales at Bay Forest Golf Course?

Provide consistent, quality service and quality products

2. How would you propose to increase "on course" sales of food and beverages?

Offer competitive pricing and products

3. How often should the menu change?

As needed

4. How would you market concessions to entice tournament organizers to hold their event(s) at Bay Forest?

The grill and golf course is highly regarded in the La Porte and surrounding communities as a respectable venue for hosting golf tournaments and golfers of all ages. We host numerous golf functions of all kinds and many of our clients are returning customers which is mostly through previous business relationships, social media, and our service and we would continue with that strategy

5. What is your plan and who is responsible for cleanliness, organization and presentation of the kitchen and serving area?

All employees are responsible for the cleanliness, operations and presentations at the grill

6. How do you manage fluctuations in sales (e.g., declining revenues due to bad weather, etc.)

Monitor inventory closely and flex staffing as needed

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Chris Foster

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NR

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *Chris Foster*
Signature of vendor doing business with the governmental entity

8-21-24
Date

LUNCH

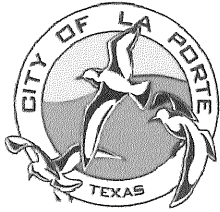
HAM BURGER	8.00
CHEESE BURGER	5.50
<small>- LETTUCE, TOMATO, PICKLES, ONION</small>	5.15
HOTDOG	8.00
SAUSAGE WRAP	5.00
CLUB SANDWICH	
GRILLED CHEESE	
<small>W/ HAM</small>	4.00
* MAKE IT A COMBO	
<small>W/ FRESH S.M. DRINK</small>	7.00
SPICY CHICKEN SANDWICH	7.00
STEAK FINGER BASKET	7.00
CHICKEN TENDERS	7.00
NUGGET BASKET	7.00
<small>W/ SWEET SAUCE OR BARSQUILLA</small>	
FRENCH FRIES	4.00
ONION RINGS	6.00
BREADED WINGS (6)	
<small>W/ DIPPING SAUCE</small>	

BREAKFAST

BAY FOREST BREAKFAST	7.00
W/ HASH BROWNS	8.00
BLT	6.00
BREAKFAST BURRITO	6.00
<small>SAUCON, EGG, CHEESE</small>	
BREAKFAST SANDWICH	5.00
<small>EGG, CHEESE, TOMATO, PICKLES, ONION</small>	

DRINKS

BOTTLE WATER	2.00
6 PACK	2.00
SMALL	2.00
LARGE	2.00
CAN	2.00
COFFEE	2.00
JUICE	2.00
DOMESTIC	3.00
PREMIUM	4.00
SIX PACK	18.00
SIX PACK 2	21.00



City of La Porte

Established 1892

Purchasing Department

Cherell Daeumer, Purchasing Manager

Exhibit A Pricing Proposal to Request For Proposal #16505 – Golf Course Concessions

NOTE: Please itemize any other additional fees or charges. Any charges not included in this proposal will not be allowed. Attach additional sheet if necessary.

Proposed Concession Fee Payable to the City of La Porte (monthly) \$ 2,600.00

The City of La Porte is exempt from taxes. DO NOT INCLUDE TAX IN BID

The undersigned certifies to comply with all instructions to bidders, attached specifications and other documents contained in this solicitation. Failure to comply may lead to termination of contract.

It is understood and agreed that the above described item, material, equipment and/or work shall carry the standard warranty of the manufacturer and be delivered on site in accordance with the attached specifications in _____ days after receipt of order.

Company Name: Chris Foster

Authorized Signer: Chris Foster
(Printed Name)

Telephone No: 713-703-2057

Authorized Signer: [Signature]
(Signature)

E-mail: Foster84@Afl.net



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>9-9-24</u>
Requested By: <u>Scott Pullig, Chief</u>
Department: <u>Police</u>
<input type="radio"/> Report <input checked="" type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>032 - Grant Fund</u> <u>001-General Fund</u>
Account Number:	<u>032-5253-521-1020</u> <u>001-5253-521-1020</u>
Amount Budgeted:	<u>\$26,649 / \$7,031</u>
Amount Requested:	<u>\$26,648.12/\$7,030.69</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Resolution 2024-17 - STEP Comprehensive Grant and Texas Traffic Safety Program Grant Agreement

SUMMARY & RECOMMENDATION

The La Porte Police Department has made its annual application for the TXDOT S.T.E.P. (Selective Traffic Enforcement Program) Comprehensive grant concerning overtime reimbursement for the fiscal year 2024-25. This will mark the fourteenth year for which the Department has applied for the grant. The grant title has changed, and now includes all traffic law violations, whereas in years past it was limited to speed and intersection traffic violations. TXDOT has preliminarily approved the award and forwarded the attached grant agreement for the City Council’s consideration and approval.

The grant will reimburse the City up to \$26,648.12, with matching contributions from the City of \$7,030.69. The available hours are posted and can only be filled by staff members during hours that they are not working a regular shift. Although the grant pays only overtime, as in past years, the Police Department will continue to meet the match through administrative costs and employee benefits.

Staff recommends City Council adopt Resolution 2024-17 to move forward with the TXDOT Comprehensive grant.

STRATEGIC PLAN STRATEGY AND GOAL

Participation in the 2024 STEP Comprehensive Grant supports the following of the City’s 2023 Strategic Plan Guiding Principles by building better relationships with our TXDOT partner:

Governance: The City of La Porte is governed in a transparent, efficient, accountable and responsive manner on behalf of its citizens that actively promotes citizen involvement.

ACTION REQUIRED BY CITY COUNCIL

Adopt Resolution 2024-17, authorizing the City Manager to sign the STEP Comprehensive grant award and other documents for the TXDOT STEP Comprehensive Grant.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

RESOLUTION 2024-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT AND EXECUTE ALL DOCUMENTS PERTAINING TO THE STEP COMPREHENSIVE GRANT, THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE FISCAL YEAR 2025

WHEREAS, injuries and deaths from traffic crashes bring loss and suffering to the citizens of this community; and

WHEREAS, the cost of such injuries brings economic hardship to families; and

WHEREAS, the community's health care system and emergency response resources are significantly impacted by injuries of traffic crashes; and

WHEREAS, research shows that speed is a causative factor in many traffic crashes; and

WHEREAS, failure to obey traffic laws, traffic control signals at intersections, and impaired driving, causes many traffic crashes; and

WHEREAS, the National Highway Traffic Safety Administration statistics have shown that reducing speed limit and stopping traffic law violators prevents crashes, saves lives and reduces non-fatal injuries while resulting in economic savings to society; and

WHEREAS, the Comprehensive STEP Grant includes public education and intensified law enforcement to get the community to comply with speed limits and traffic control devices, signs and signals.

NOW THEREFORE, BE IT RESOLVED that the City of La Porte authorizes the City Manager to execute all documents for the Comprehensive STEP Grant for October 1, 2024, through September 30, 2025; joining public and private sector leaders across Texas supporting the campaign; urging all residents and visitors of La Porte to abide by traffic laws, to protect life and the quality of life in this community.

Section 1. The City Council of the City of La Porte, Texas authorizes the City Manager to submit and execute all documents pertaining to the STEP Comprehensive Grant, through the Texas Department of Transportation, for the Fiscal Year 2025.

Section 2. All resolutions or parts of resolutions of the City of La Porte, Texas, in conflict with any provision contained herein is hereby repealed to the extent of any conflict.

Section 3. If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this resolution shall, for any reason, be held invalid, such invalidity shall not affect the remaining portions of this resolution; and it is

hereby declared to be the intention of this City Council to have passed each section, sentence, phrase, or clause, or part thereof, irrespective of the fact that any other section, sentence, phrase, or clause, or part thereof, may be declared invalid.

Section 4. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. This resolution shall be in effect from and after its passage and approval.

PASSED AND APPROVED this, the 9th day of September, 2024.

CITY OF LA PORTE, TEXAS

Rick Helton, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Clark T. Askins, Assistant City Attorney

Texas Traffic Safety eGrants

Fiscal Year 2025

Organization Name: City of La Porte Police Department

Legal Name: City of La Porte

Payee Identification Number: 17460015526006

Project Title: STEP Comprehensive

ID: 2025-LaPorte-S-1YG-00027

Period: 10/01/2024 to 09/30/2025

GENERAL INFORMATION

Project Title:STEP Comprehensive

Project Description:

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI : Driving While Intoxicated
2. Speed: Speed Enforcement
3. OP: Occupant Protection (Safety Belt and Child Safety Seat)
4. ITC: Intersection Traffic Control
5. DD: Distracted Driving

Holiday Periods

Enforcement activities under this grant may be conducted on any day at any time of day the agency deems appropriate. However, subgrantee should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which are:

1. Christmas/New Year's
2. Spring Break
3. Memorial Day
4. Independence Day
5. Labor Day

STEP Mobilization Calendar is available on [eGrantsHelp page](#)

X Agency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name :Corby Alexander
Title :City Manager
Address :604 W Fairmont Pkwy
City :La Porte
State :Texas
Zip Code :77571-3185
Phone Number :2814715020
Fax Number :
E-mail address :alexanderc@laportetx.gov

COMPLIANCE REQUIREMENTS

Unique Entity Identifier: All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI is a 12-character, alpha-numeric value. To obtain a UEI number, applicants should go to the SAM.gov website at <https://sam.gov/content/entity-registration> and provide a screen capture or print-as-pdf version of the SAM.gov webpage with the new UEI number.
Unique Entity Identifier (UEI) : MKHHGHLBRNT5

Please upload a screen capture or print-as-pdf version of the SAM.gov webpage with UEI number
https://www.dot.state.tx.us/apps/egrants/_Upload/1280698_342318-Sam.gov.pdf

2 C.F.R. Part 200 Compliance

Enter the Begin Date and End Date of your Agency's Fiscal Year 2025

Begin Date : 10/1/2023 End Date : 9/30/2024

Your entity is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements. If threshold expenditures of \$750,000 or more are met during your agency's fiscal year, please submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov If expenditures are less than \$750,000 during your agency's fiscal year, please submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."

X I agree

Non Profit Agency

Is your agency a Non Profit entity per Internal Revenue Services (IRS)? No

If Yes, please enter the latest certification date and upload the affirmation letter/certificate from (IRS)

Non-Profit Certification Date (mm/dd/yyyy) :

Upload Non-Profit the affirmation letter/certificate from IRS

Internal Ethics and Compliance Program Certification (ICP)

Subgrantees with an Internal Ethics and Compliance Program (ICP) approval by either TxDOT Compliance Division letter or Signed Form 2433 Certificate on file, with less than 5 years from signature(2018 - Current)

Enter date of approval letter/signature(mm/dd/yyyy): 4/11/2023

Upload ICP Form 2433: https://www.dot.state.tx.us/apps/egrants/_Upload/1280698_342323-ICPLetter.pdf

NOTE: All Subgrantees with ICP approvals over 5 years must submit a new signed Form 2433 prior to grant approval.

NOTE: If you are a new proposing agency, leave blank.

STEP Operating Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or will develop written policies and procedures before STEP grants can be executed. Agencies must include a signed and dated cover letter certifying the Policy and Procedure document as current for the grant year. Please click here for [STEP Policies and Procedures requirements](#).

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If your agency has approved STEP Operating Policies and Procedures, please upload here :
https://www.dot.state.tx.us/apps/egrants/_Upload/1280698_342324-PolicyandCoverSheet.pdf

If your agency does not have approved STEP Operating Policies and Procedures, please certify the following:

I certify that our agency will develop STEP Operating Policies and Procedures before executing the grant.

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

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. 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.

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.

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 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

City of La Porte Police Department
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(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 will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance:

City of La Porte Police Department
STEP Comprehensive 2025

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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 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 Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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 primary tier 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 tier 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 tier 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 or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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 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 entering into this transaction.
7. The prospective primary 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," 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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
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.

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

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions 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 records, 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 Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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 "Instructions for Lower Tier Participant Certification" including the "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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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 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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or 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>;

aru

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 each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items 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. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval 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 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 subrecipient 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.

RISK ASSESSMENT SUBGRANTEE

- | | |
|---|------|
| 1. Number of funded projects with TxDOT in the current fiscal year | 3 |
| 2. Number of funded projects with TxDOT in the previous fiscal year | 3 |
| 3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None | None |
| 4. When did the agency update its grant operating policies and procedures | Unk |
| 5. Has your agency ever terminated a grant project prior to the grant year ending? | No |
| 6. Number of personnel to be hired to work on this project | 1 |
| 7. Will the personnel working on this grant splitting time on multiple projects? | Yes |

COUNTY SERVED

Harris County - Houston District

POLITICAL DISTRICT SERVED

U.S. Congress* Congressional District 36

Texas Senate* Texas Senate District 11

Texas House* Texas House of Representatives District 128
Texas House of Representatives District 129

GOALS AND STRATEGIES

- Goal:** To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, injuries and fatalities.
- Strategies:** Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.
- Goal:** To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of DWI laws.
- Goal:** To increase occupant restraint use, including child-safety seats, in all passenger vehicles and trucks.
- Strategy:** Increase and sustain high visibility enforcement of occupant protection laws.
- Goal:** To reduce the number of speed-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of speed-related laws.
- Goal:** To reduce intersection-related motor vehicle crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.
- Goal:** To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.
- Strategies:** Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.
Increase public information and education on Distracted Driving related traffic issues.

I agree to the above goals and strategies.

Please mark all of your proposed zones on a single heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 480 and rounding to the nearest whole number. https://www.dot.state.tx.us/apps/egrants/_Upload/1280810_341467-2025STEPHEATMAP.docx

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 for Arrests/Citations and Written Warnings: Baseline data used must be no older than 2020.

Note KA Crashes: KA crash data is provided to subgrantees through the RFP document. Each jurisdiction is provided with corresponding KA crash numbers based on a three-year rolling average. County-level agencies should use the data from "Rural X County."

Baseline Year for Arrests/Citations and Written Warnings (12 months)

From 10/1/2022 To 9/30/2023

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Driving Under Influence (DUI)	104	0	3
Speed	1082	234	3
Safety Belt	14	0	7
Child Safety Seat	6	1	
Intersection Traffic Control (ITC)	462	115	7
Distracted Driving Citations	182	38	
Other Elements	3268	115	

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

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Alcohol-Involved (DWI/DUI) KA crashes toto	2	
Reduce the number of Speed-related KA crashes to	6	
Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to	2	
Reduce the number of ITC-related KA crashes to	6	

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.

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a **minimum** of five (5) presentations
- b. Conduct a **minimum** of five (5) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a **minimum** of two (2) community events (e.g. health fairs, booths)

ENFORCEMENT ZONES

Zone Name : Zone 1
Zone Description : State Hwy 225 from Sens Rd east to State Hwy 146; south to Barbours Cut Blvd, east to Broadway St, south to Wharton Weems, west to State Hwy 146, north to Fairmont, west to Bay Area Blvd, north back to SH 225
4.00 sq miles
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://www.dot.state.tx.us/apps/egrants/_Upload/1280838_341453-Zone1COMPMap.pdf
Additional Documentation :

ENFORCEMENT ZONES

Zone Name : Zone 2
Fairmont between Luella and Driftwood, up to Spencer Hwy on both ends to
Zone Description : Underwood up to N L St, east to Valley View, up to N P St west back to
Underwood.
3.55 sq miles
Zone Hours : 24/7 Enforcement
Zone Detail Map : [https://www.dot.state.tx.us/apps/egrants/_Upload/1280882_341453-
Zone2COMPMap.pdf](https://www.dot.state.tx.us/apps/egrants/_Upload/1280882_341453-Zone2COMPMap.pdf)
**Additional
Documentation :**

AGENCY INFORMATION

Agency Contacts

- | | |
|--|---------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | Doug
Ditrich |
| 2. How many years has that person held that position at this agency? | 1 |
| 3. Who is the person in charge of training at your department? | Tracy Phelan |
| 4. Please provide their work email and telephone number. | phelant@laportetx. |
| 5. What is the name of the person in charge of your department's official social media accounts? | Scott Pullig |
| 6. Please provide their work email and telephone number. | pulligs@laportetx.g |

Service Data

- | | |
|--|-------|
| 1. What is the size in square miles of your department's service area? | 20 |
| 2. What is the latest estimated population of your service area? | 35964 |
| 3. How many sworn officer positions is your agency authorized? | 84 |
| 4. How many of those positions are currently filled? | 70 |
| 5. How many total calls for service did your agency log in the past 12 months? | 40625 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 1169 |

City of La Porte Police Department
STEP Comprehensive 2025

7. How many total vehicle stops did your agency make in the past 12 months? 14192

BTS Program Area

1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT? No

2. Does your department have a traffic unit? Yes

3. Does your department have a DWI unit? No

4. Does your department have at least one currently certified Drug Recognition Expert (DRE)? No

5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor? No

6. Does your department have at least one data analyst? Yes

7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? Yes

8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties? No

9. Are there any officially designated bicycle routes in your service area? Yes

10. Are there ride-sharing options available in your community such as Lyft or Uber? Yes

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 373								
Overtime Regular Time								
For Sections B (PI&E) and C (Administrative Duties) on this page, check the Over Time and/or Regular Time below that apply to those duties. If there are no duties in B and C, leave both boxes unchecked								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe
A. Entroement								
Officers/Deputies:	301		\$55.050	\$16,570.05		\$16,570.05	28.28%	\$4,636.01
Sergeants:	38		\$66.423	\$2,524.07		\$2,524.07	28.28%	\$713.61
Lieutenants/Other:	34		\$81.000	\$2,754.00		\$2,754.00	28.28%	\$778.83
B. PI&E Activities								
PI&E Activities:							%	
C. Administrative Duties								
Admin duties to include DAR RFR and PR and overseeing STEP units		10	\$66.420		\$664.20	\$664.20	28.28%	\$187.84
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$21,848.12	\$664.20	\$22,512.32		\$6,366.49
Category	TxDOT	%		Match	%	Total		
Salaries:	\$21,848.12	97.05%		\$664.20	2.95%	\$22,512.32		
Fringe Benefits:	\$0	0.00%		\$6,366.49	100.00%	\$6,366.49		
Breakdown of Fringe Percentages: Fringe 2024 Civil Service								
FICA 7.65%	Details of regular time, if included in any of the above hours :							
TMRS 16.28%								
WComp 4.35%								
Total 28.28%								

NON-ENFORCEMENT TRAVEL

Description : Air Fare
 : International Association of Chiefs of Police; Impaired Driving and Traffic Safety Conference (2 rooms for three officers)
Purpose/Details : Joining traffic safety professionals from around the world to share knowledge about effective and proven approaches for improving road safety, the latest science on alcohol and drug impaired driving enforcement, how technology can be leveraged to make communities safer, and how agencies can use traffic safety education to engage and build trust with their communities.

Unit Price : \$500.000
Quantity : 3
Total : \$1,500.00

Non-Enforcement Travel Mileage Document

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

	Amount	Percentages
TxDOT	\$1,500.00	100.00%
Match	\$0	0.00%
Total	\$1,500.00	

NON-ENFORCEMENT TRAVEL

Description : Hotel Expenses
 : International Association of Chiefs of Police; Impaired Driving and Traffic Safety Conference (2 rooms for three officers)
Purpose/Details : Joining traffic safety professionals from around the world to share knowledge about effective and proven approaches for improving road safety, the latest science on alcohol and drug impaired driving enforcement, how technology can be leveraged to make communities safer, and how agencies can use traffic safety education to engage and build trust with their communities.

Unit Price : \$1,200.000
Quantity : 2
Total : \$2,400.00

Non-Enforcement Travel Mileage Document

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

	Amount	Percentages
TxDOT	\$2,400.00	100.00%
Match	\$0	0.00%
Total	\$2,400.00	

NON-ENFORCEMENT TRAVEL

Description : Meals
 : International Association of Chiefs of Police; Impaired Driving and Traffic Safety Conference (2 rooms for three officers)
Purpose/Details : Joining traffic safety professionals from around the world to share knowledge about effective and proven approaches for improving road safety, the latest science on alcohol and drug impaired driving enforcement, how technology can be leveraged to make communities safer, and how agencies can use traffic safety education to engage and build trust with their communities.

Unit Price : \$300.000
Quantity : 3
Total : \$900.00

Non-Enforcement Travel Mileage Document

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

	Amount	Percentages
TxDOT	\$900.00	100.00%
Match	\$0	0.00%
Total	\$900.00	

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$21,848.12	\$664.20	\$22,512.32
(200)	Fringe Benefits	\$0	\$6,366.49	\$6,366.49
	Category I Sub-Total	\$21,848.12	\$7,030.69	
Category II - Other Direct Costs				
(300)	Travel	\$4,800.00	\$0	\$4,800.00
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$4,800.00	\$0	\$4,800.00
Total Direct Costs		\$26,648.12	\$7,030.69	\$33,678.81
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$21,848.12	\$7,030.69	\$28,878.81
	Total Direct Costs	\$4,800.00	\$0	\$4,800.00
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$26,648.12	\$7,030.69	\$33,678.81
	Fund Sources (Percent Share)	79.12%	20.88%	

Texas Traffic Safety eGrants

Fiscal Year 2025

Organization Name: City of La Porte Police Department

Legal Name: City of La Porte

Payee Identification Number: 17460015526006

Project Title: STEP Comprehensive

ID: 2025-LaPorte-S-1YG-00027

Period: 10/01/2024 to 09/30/2025

**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 La Porte

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:	Corby Alexander
Title:	City Manager
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	2024-17

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.	Corby Alexander	City Manager
2.	Scott Pullig	Chief of Police
3.	Mark Roznovak	Sergeant



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>September 9, 2024</u>
Requested By: <u>Scott Pullig, Chief of Police</u>
Department: <u>Police</u>
<input type="radio"/> Report <input checked="" type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>032 - Grant Fund 001-General Fund</u>
Account Number:	<u>032-5253-521-1020 001-5253-521-1020</u>
Amount Budgeted:	<u>\$11,975/\$3,387</u>
Amount Requested:	<u>\$11,975/\$3,386.60</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: STEP CMV - Resolution 2024-18 and Texas Traffic Safety Program Grant Agreement

SUMMARY & RECOMMENDATION

The La Porte Police Department has made its annual application for the TxDOT S.T.E.P. (Selective Traffic Enforcement Program) CMV (Commercial Motor Vehicles) grant concerning overtime reimbursement for Commercial Motor Vehicle enforcement for the fiscal year 2024-2025. This will mark the sixth year for which the Department has applied for the grant. TxDOT has preliminarily approved the award and forwarded the attached grant agreement for the City Council's consideration and approval.

The grant will reimburse the City up to \$11,975 with matching contributions from the City of \$3,386.60. The available hours are posted and can only be filled by staff members during hours that they are not working a regular shift. Although the grant pays only overtime, as in past years, the Police Department will continue to meet the match through administrative costs and employee benefits.

Staff recommends City Council adopt Resolution 2024-18 to move forward with the TXDOT CMV S.T.E.P. grant.

STRATEGIC PLAN STRATEGY AND GOAL

Participation in the TXDOT CMV S.T.E.P Grant supports the following of the City's 2024 Strategic Plan Guiding Principles:

Governance: The City of La Porte is governed in a transparent, efficient, accountable and responsive manner on behalf of its citizens that actively promotes citizen involvement.

ACTION REQUIRED BY CITY COUNCIL

Adopt Resolution 2024-18 authorizing the City Manager to sign the TXDOT CMV S.T.E.P. grant award and other documents for the TXDOT Commercial Motor Vehicle STEP grant.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

RESOLUTION 2024-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT AND EXECUTE ALL DOCUMENTS PERTAINING TO THE CMV STEP GRANT, THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE FISCAL YEAR 2025

WHEREAS, injuries and deaths from commercial motor vehicle traffic violations and crashes bring loss and suffering to the citizens of this community; and

WHEREAS, the cost of such injuries brings economic hardship to families and communities; and

WHEREAS, the community's health care system and emergency response resources are significantly impacted by injuries of commercial motor vehicle traffic crashes; and

WHEREAS, research shows that speed is a causative factor in many commercial motor vehicle traffic crashes; and

WHEREAS, failure to obey traffic control devices, signs and signals at intersections causes many commercial motor vehicle traffic crashes; and

WHEREAS, the National Highway Traffic Safety Administration statistics have shown that reducing speed limit and traffic control violators prevents crashes, saves lives and reduces non-fatal injuries while resulting in economic savings to society; and

WHEREAS, the Commercial Motor Vehicle STEP includes public education and intensified law enforcement to get the community and drivers of commercial motor vehicles to comply with speed limits and traffic control devices, signs and signals therefore protecting the occupants of commercial motor vehicles and others on the roadways.

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

The City of La Porte authorizes the City Manager to execute all documents for CMV STEP Grant for October 1, 2024, through September 30, 2025; joining public and private sector leaders across Texas supporting the campaign; urging all residents and visitors of La Porte to abide by traffic laws, to protect life and the quality of life in this community.

Section 1. The City Council of the City of La Porte, Texas authorizes the City Manager to submit and execute all documents pertaining to the CMV STEP Grant, through the Texas Department of Transportation, for the Fiscal Year 2025.

Section 2. All resolutions or parts of resolutions of the City of La Porte, Texas, in conflict with any provision contained herein is hereby repealed to the extent of any conflict.

Section 3. If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this resolution shall, for any reason, be held invalid, such invalidity shall not affect the remaining portions of this resolution; and it is hereby declared to be the intention of this City Council to have passed each section, sentence, phrase, or clause, or part thereof, irrespective of the fact that any other section, sentence, phrase, or clause, or part thereof, may be declared invalid.

Section 4. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. This resolution shall be in effect from and after its passage and approval.

PASSED AND APPROVED this, the 9th day of September, 2024.

CITY OF LA PORTE, TEXAS

Rick Helton, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Clark T. Askins, Assistant City Attorney

Texas Traffic Safety eGrants

Fiscal Year 2025

Organization Name: City of La Porte Police Department

Legal Name: City of La Porte

Payee Identification Number: 17460015526006

Project Title: STEP CMV

ID: 2025-LaPorte-S-CMV-00017

Period: 10/01/2024 to 09/30/2025

GENERAL INFORMATION

Project Title:STEP CMV

Project Description:Provide enhanced enforcement covering multiple offenses, focusing on the following: Driving While Intoxicated (DWI), Occupant Protection (OP), Speed, Intersection Traffic Control (ITC) and Distracted Driving Violations (DD) related to commercial motor vehicles.

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI: Driving While Intoxicated
2. Speed: Speed Enforcement
3. OP: Occupant Protection (Safety Belt)
4. HMV: Hazardous Moving Violations
- 5 .DD: Distracted Driving

XAgency agrees to enforce the above Program Elements as part of the Selective Traffic Enforcement Program.

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name :Corby Alexander
Title :City Manager
Address :604 W Fairmont
City :La Porte
State :Texas
Zip Code :77571-3185
Phone Number :2814715020
Fax Number :
E-mail address :alexanderc@laportetx.gov

COMPLIANCE REQUIREMENTS

Unique Entity Identifier: All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI is a 12-character, alpha-numeric value. To obtain a UEI number, applicants should go to the SAM.gov website at <https://sam.gov/content/entity-registration> and provide a screen capture or print-as-pdf version of the SAM.gov webpage with the new UEI number.
Unique Entity Identifier (UEI) : MKHHGHLBRNT5

Please upload a screen capture or print-as-pdf version of the SAM.gov webpage with UEI number
https://www.dot.state.tx.us/apps/egrants/_Upload/1281363_342318-Sam.gov.pdf

2 C.F.R. Part 200 Compliance

Enter the Begin Date and End Date of your Agency's Fiscal Year 2025

Begin Date : 10/1/2023 End Date : 9/30/2024

Your entity is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements. If threshold expenditures of \$750,000 or more are met during your agency's fiscal year, please submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov If expenditures are less than \$750,000 during your agency's fiscal year, please submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."

X I agree

Non Profit Agency

Is your agency a Non Profit entity per Internal Revenue Services (IRS)? No

If Yes, please enter the latest certification date and upload the affirmation letter/certificate from (IRS)

Non-Profit Certification Date (mm/dd/yyyy) :

Upload Non-Profit the affirmation letter/certificate from IRS

Internal Ethics and Compliance Program Certification (ICP)

Subgrantees with an Internal Ethics and Compliance Program (ICP) approval by either TxDOT Compliance Division letter or Signed Form 2433 Certificate on file, with less than 5 years from signature(2018 - Current)

Enter date of approval letter/signature(mm/dd/yyyy): 4/11/2023

Upload ICP Form 2433: https://www.dot.state.tx.us/apps/egrants/_Upload/1281363_342323-ICPLetter.pdf

NOTE: All Subgrantees with ICP approvals over 5 years must submit a new signed Form 2433 prior to grant approval.

NOTE: If you are a new proposing agency, leave blank.

STEP Operating Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or will develop written policies and procedures before STEP grants can be executed. Agencies must include a signed and dated cover letter certifying the Policy and Procedure document as current for the grant year. Please click here for [STEP Policies and Procedures requirements](#).

-

If your agency has approved STEP Operating Policies and Procedures, please upload here :
https://www.dot.state.tx.us/apps/egrants/_Upload/1281363_342324-PolicyandCoverSheet.pdf

If your agency does not have approved STEP Operating Policies and Procedures, please certify the following:

I certify that our agency will develop STEP Operating Policies and Procedures before executing the grant.

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

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. 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.

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.

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 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 will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** , (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973** , (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973** , (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975** , as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987** , (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance:

City of La Porte Police Department
STEP CMV 2025

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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 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 Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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 primary tier 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 tier 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 tier 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 or may pursue suspension or debarment.

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

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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 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 entering into this transaction.

7. The prospective primary 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," 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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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.

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

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions 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 records, 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 Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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 "Instructions for Lower Tier Participant Certification" including the "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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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 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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or 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>;

aru

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 each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items 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. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval 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 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 subrecipient 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.

RISK ASSESSMENT SUBGRANTEE

- | | |
|---|------|
| 1. Number of funded projects with TxDOT in the current fiscal year | 3 |
| 2. Number of funded projects with TxDOT in the previous fiscal year | 3 |
| 3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None | None |
| 4. When did the agency update its grant operating policies and procedures | Unk |
| 5. Has your agency ever terminated a grant project prior to the grant year ending? | No |
| 6. Number of personnel to be hired to work on this project | 1 |
| 7. Will the personnel working on this grant splitting time on multiple projects? | Yes |

COUNTY SERVED

Harris County - Houston District

POLITICAL DISTRICT SERVED

U.S. Congress* Congressional District 36

Texas Senate* Texas Senate District 11

Texas House* Texas House of Representatives District 128
Texas House of Representatives District 129

GOALS AND STRATEGIES

Goal: To reduce commercial motor vehicle crashes, injuries, and fatalities involving vehicles with a vehicle body type of "Semi-Trailer" or "Truck-Tractor"

Increase public information and education on sharing the road with commercial motor vehicles (CMV).

Strategies:

Increase public education and information campaigns regarding enforcement activities.

Increase and sustain high visibility enforcement of traffic safety-related laws.

X Agency agrees to the above goals and strategies.

Please mark all of your proposed zones on a single heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 480 and rounding to the nearest whole number.

https://www.dot.state.tx.us/apps/egrants/_Upload/1281376_341473-2025CMVHEATMAP.docx

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 2020.

Baseline Year (12 months) **From 10/1/2022 to 9/30/2023**

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Commercial Motor Vehicle (non STEP)	211	29	1
Other Elements (non STEP)	3806	468	

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

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number
Reduce the number of crashes that involve a CMV to	1

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.

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of five (5) presentations
- b. Conduct a minimum of five (5) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of two (2) community events (e.g. health fairs, booths)

ENFORCEMENT ZONES

Zone Name : Zone 1
Zone Description : State Hwy 225 east from Sens Rd to State Hwy 146, south to Barbours Cut Blvd, east to Broadway St, south to Wharton Weems, west to State Hwy 146, north to Fairmont, west to Bay Area Blvd, return north to 225
4.00 SQ Miles
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://www.dot.state.tx.us/apps/egrants/_Upload/1281381_341453-Zone1Map.pdf
Additional Documentation :

ENFORCEMENT ZONES

Zone Name : Zone 2
Zone Description : State Hwy 225 from the west end of the city limits of La Porte, east to Sens Rd
3.35 linear miles
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://www.dot.state.tx.us/apps/egrants/_Upload/1281384_341453-Zone2.pdf
Additional Documentation :

AGENCY INFORMATION

Agency Contacts

- | | |
|--|---------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | Doug
Ditrich |
| 2. How many years has that person held that position at this agency? | 1 |
| 3. Who is the person in charge of training at your department? | Tracy Phelan |
| 4. Please provide their work email and telephone number. | phelant@laportetx. |
| 5. What is the name of the person in charge of your department's official social media accounts? | Scott Pullig |
| 6. Please provide their work email and telephone number. | pulligs@laportetx.g |

Service Data

- | | |
|--|-------|
| 1. What is the size in square miles of your department's service area? | 20 |
| 2. What is the latest estimated population of your service area? | 35964 |
| 3. How many sworn officer positions is your agency authorized? | 84 |
| 4. How many of those positions are currently filled? | 70 |
| 5. How many total calls for service did your agency log in the past 12 months? | 40625 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 1169 |

7. How many total vehicle stops did your agency make in the past 12 months? 14192

BTS Program Area

1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT? No

2. Does your department have a traffic unit? Yes

3. Does your department have a DWI unit? No

4. Does your department have at least one currently certified Drug Recognition Expert (DRE)? No

5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor? No

6. Does your department have at least one data analyst? Yes

7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? Yes

8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties? No

9. Are there any officially designated bicycle routes in your service area? Yes

10. Are there ride-sharing options available in your community such as Lyft or Uber? Yes

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 216								
Overtime Regular Time								
For Sections B (P&E) and C (Administrative Duties) on this page, check the Over Time and/or Regular Time below that apply to those duties. If there are no duties in B and C, leave both boxes unchecked								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
A. Enforcement								
Officers/Deputies:	183		\$53.200	\$9,735.60		\$9,735.60	28.28%	\$2,753.23
Sergeants:	23		\$64.350	\$1,480.05		\$1,480.05	28.28%	\$418.56
Lieutenants/Other:	10		\$75.960	\$759.60		\$759.60	28.28%	\$214.81
B. P&E Activities								
P&E Activities:							%	
C. Administrative Duties								
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$11,975.25	\$0	\$11,975.25		\$3,386.60
Category	TxDOT	%	Match	%	Total			
Salaries:	\$11,975.25	100.00%	\$0	0.00%	\$11,975.25			
Fringe Benefits:		0.00%	\$3,386.60	100.00%	\$3,386.60			
Breakdown of Fringe Percentages: Fringe 2024 Civil Service FICA 7.65% TMRS 16.28% W/Comp 4.35% Total 28.28%								
Details of regular time, if included in any of the above hours:								

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$11,975.25	\$0	\$11,975.25
(200)	Fringe Benefits	\$0	\$3,386.60	\$3,386.60
	Category I Sub-Total	\$11,975.25	\$3,386.60	
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
	Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs		\$11,975.25	\$3,386.60	\$15,361.85
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$11,975.25	\$3,386.60	\$15,361.85
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$11,975.25	\$3,386.60	\$15,361.85
	Fund Sources (Percent Share)	77.95%	22.05%	

Texas Traffic Safety eGrants

Fiscal Year 2025

Organization Name: City of La Porte Police Department

Legal Name: City of La Porte

Payee Identification Number: 17460015526006

Project Title: STEP CMV

ID: 2025-LaPorte-S-CMV-00017

Period: 10/01/2024 to 09/30/2025

**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 La Porte

Project Title: STEP CMV

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:	Corby Alexander
Title:	City Manager
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	2024-18

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.	Corby Alexander	City Manager
2.	Scott Pullig	Chief of Police
3.	Mark Roznovak	Sergeant



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>September 9, 2024</u>
Requested By: <u>Michael G. Dolby, Director</u>
Department: <u>Finance</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	_____
Account Number:	_____
Amount Budgeted:	_____
Amount Requested:	_____
Budgeted Item:	<input type="radio"/> Yes <input type="radio"/> No

Exhibits: Ordinance and Proposed FY2024 Budget Presentation

SUMMARY & RECOMMENDATION

The La Porte City Council held a budget workshop on August 13, 2024, to discuss proposed budgets for the fiscal year beginning October 1, 2024, and ending September 30, 2025. The Summary of Funds, which is shown below, represents the result of the workshops and subsequent reviews held with City Council. All changes made by City Council were incorporated into the various budgets.

	Revised 2024	Proposed 2025
General Fund	\$77,677,540	\$75,732,768
Grant Fund	26,442,886	9,042,387
Street Maintenance Sales Tax Fund	2,940,300	1,870,000
Emergency Services District Sales Tax Fund	2,646,048	2,491,525
Hotel/Motel Occupancy Tax	1,241,278	752,312
Economic Development Corporation	4,595,172	8,981,822
Tax Increment Reinvestment Zone	4,215,897	5,871,869
Utility	10,127,771	10,351,419
Airport	96,757	95,480
La Porte Area Water Authority	1,962,074	2,310,072
Motor Pool	5,801,193	4,695,729
Insurance Fund	8,653,990	10,228,359
Technology Fund	262,889	290,000
General Capital Improvement	30,296,825	13,250,387
Utility Capital Improvement	3,643,805	3,880,000
Sewer Rehabilitation Capital Improvement	399,365	400,000
Drainage Improvement Fund	7,358,794	1,780,000
Texas Water Development	32,897,025	0
City Hall Fund	27,269,194	0
General Debt Service	5,169,845	5,224,261
Total of All Funds	\$253,698,648	\$157,248,390

There is no change in the Tax Rate, which has remained constant at \$0.71 for the last (36) thirty-six years. Staff recommends City Council approving an Ordinance adopting the FY 2024-25 Budget.

STRATEGIC PLAN STRATEGY AND GOAL

1.00 Governance - The City of La Porte is governed in a transparent, efficient, accountable, and responsive manner on behalf of its citizens that actively promotes citizen involvement.

ACTION REQUIRED BY CITY COUNCIL

The City Council will hold a public hearing to receive comments regarding their consideration of the proposed City of La Porte, Texas, budget for the 2024-25 Fiscal Year; followed by discussion and possible action to adopt Ordinance 2024-4019, approving the City of La Porte, Texas, Fiscal Year 2024-25 Proposed Budget.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

ORDINANCE 2024-4019

AN ORDINANCE APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF LA PORTE, TEXAS, FOR THE PERIOD OF OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025; FINDING THAT ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTMENT OF SAID BUDGET; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF

WHEREAS, the Charter of the City of La Porte, Texas, and the Statutes of the State of Texas, require that an annual budget be prepared and presented to the City Council of the City of La Porte, Texas, prior to the beginning of the fiscal year of said City, and that a public hearing be held prior to the adoption of said Budget; and

WHEREAS, the Budget for the fiscal year October 1, 2024, through September 30, 2025, has heretofore been presented to the City Council and due deliberation had thereon, was filed in the office of the City Secretary on July 22, 2024, and a public hearing scheduled for September 9, 2024, was duly advertised and held.

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

SECTION 1: That the facts and matters set forth in the preamble of this ordinance are hereby found to the true and correct.

SECTION 2: The City Council finds that all things requisite and necessary to the adoption of said Budget have been performed as required by the La Porte Charter and state law.

SECTION 3: That the Budget for the City of La Porte, Texas, now before the said City Council for consideration, a complete copy of which is on file with the City Secretary and incorporated hereto by reference, is hereby adopted as the Budget for the said City of La Porte, Texas, for the period of October 1, 2024, through September 30, 2025.

SECTION 4: The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 5: This ordinance shall be in effect from and after its passage and approval.

PASSED AND APPROVED this the 9th day of September 2024.

CITY OF LA PORTE, TEXAS

ATTEST:

Lee Woodward, City Secretary

APPROVED AS TO FORM:

Clark T. Askins, City Attorney



CITY OF LA PORTE FY 2024-2025

BUDGET PUBLIC HEARING

SEPTEMBER 9, 2024

BUDGET HIGHLIGHTS FOR FISCAL YEAR 2025



- No increase in property tax rate
- No utility fund rate increase
- 3% standard of living increase for non-civil service employees - \$660,000
- Meet & confer increase for civil service employees - \$326,500
- No change to health insurance employee contributions
- Capital projects of approximately \$28 million (\$2 million for Public Works Facility and \$8.7 million for Drainage Maintenance and Improvements)
- Vehicle replacement of \$2.6 million
- \$7.7 million transfer from the General Fund for CIP
- \$3.97 million transfer from the General Fund to the Insurance Fund



CHANGES FROM PUBLISHED PROPOSED BUDGET

Items Discussed During Budget Workshop on August 14th

General Fund

- \$125,000 for Park Grounds (Beautification efforts to City Facilities & Monuments) - Parks
- \$22,048 for Planner II – Planning
- \$4,074 for salary increase – Parks Admin.

Utility Fund

- \$220,000 reduction for Vehicle Maintenance Outside Maintenance

CHANGES FROM PUBLISHED PROPOSED BUDGET



Items Discussed During Budget Workshop on August 14th

Hotel/Motel Fund

- \$16,296 for salary increase

General CIP Fund

- \$70,000 for roof repairs at Police department
- \$470,000 for Seabreeze Pier repairs
- \$550,000 for Pecan Park Astro turf

CHANGES FROM PUBLISHED PROPOSED BUDGET



Additional Changes not previously discussed:

General Fund

- \$3,250 for Community Festivals – Community Investment
- \$50,000 decrease in Other Professional Services - Community Investment
- \$158,374 for position and related equipment - Special Projects and Communications Manager (Administration)
- \$263,971 for positions and related equipment - 3 Equipment Operator I (Streets)
- \$299,605 for adjustment to part-time employee's pay in Non-Departmental
- \$1,519,959 for salary market adjustment in Non-Departmental

General Capital Improvement Fund

- \$268,000 for roof repairs at Fire Station 1
- \$202,000 for roof repairs at Jennie Riley Community Center



CHANGES FROM PUBLISHED PROPOSED BUDGET

Additional Changes not previously discussed:

Hotel/Motel Fund

- Revenue estimates for FY24 increased by \$79,000
- Revenue projections increased by \$85,000

Utility Fund

- \$236,457 for salary market adjustment in Non-Departmental

Vehicle Maintenance Fund

- \$51,859 for salary market adjustment in Non-Departmental

Grant Fund

- \$50,000 for Central Park Pickle Ball Court Renovation

TIRZ Fund

- \$5,871,869 budget approved by the TIRZ Board 8/9/2024



GENERAL FUND BALANCE SUMMARY

(In millions)

	Actual 2022-23	Budget 2023-24	Estimated 2023-24	Projected 2024-25
Beginning Fund Balance	\$72.39	\$73.88	\$73.88	\$78.53
Revenues	76.32	66.70	82.33	75.67
Expenditures	74.82	79.48	77.68	75.73
Surplus (Deficit)	1.49	(12.79)	4.65	(0.06)
Ending Fund Balance	\$73.88	\$61.09	\$78.53	\$78.47
Days of Working Capital	360	281	369	378
Targeted Days of Working Capital	120	120	120	120

The City strives to maintain 120 days of working capital.
 120 days (target) = \$24,898,444
 1 day = \$207,487



CONSOLIDATED SUMMARY OF ALL FUNDS

(In millions)

	Working Capital 09/30/24	FY 24-25 Revenues	FY 24-25 Expenses	Working Capital 09/30/25
Governmental Fund Types:				
General Fund	\$ 78.53	\$ 75.67	\$ 75.73	\$ 78.47
Grant Fund	3.28	8.98	9.04	3.22
Emergency Services District	3.47	2.26	2.49	3.24
Street Maintenance Sales Tax	2.29	2.24	1.87	2.65
Section 4B Sales Tax	9.99	4.57	8.98	5.58
Hotel/Motel Occupancy Tax	2.82	0.67	0.75	2.74
Tax Increment Reinvestment	20.07	8.52	5.87	22.72
Total Governmental Types	120.45	102.90	104.74	118.61
Enterprise:				
Utility	4.90	8.74	10.35	3.29
Airport	(0.02)	0.42	0.10	0.30
La Porte Area Water Authority	4.06	2.59	2.31	4.33
Total Enterprise	8.93	11.75	12.76	7.92



CONSOLIDATED SUMMARY OF ALL FUNDS

(In millions)

	Capital 09/30/24	FY 24-25 Revenues	FY 24-25 Expenses	Working Capital 09/30/25
Internal Service				
Motor Pool	11.04	7.70	4.70	14.05
Insurance Fund	11.21	10.50	10.23	11.48
Technology Fund	2.60	0.73	0.29	3.04
Total Internal Service	24.85	18.93	15.21	28.56
Capital Improvement:				
General CIP Fund	1.00	12.67	13.25	0.43
Utility CIP Fund	0.72	3.58	3.88	0.42
Sewer Rehabilitation	0.59	0.32	0.40	0.51
Drainage Improvement Fund	0.69	1.20	1.78	0.11
2010 Certificates of Obligation	0.68	0.03	-	0.70
Texas Water Development Board	1.20	0.05	-	1.25
City Hall	1.08	0.09	-	1.17
Total Capital Improvement	5.95	17.94	19.31	4.58
Debt Service:				
General	4.88	5.19	5.22	4.84
Total Debt Service	4.88	5.19	5.22	4.84
Total All Funds	\$ 265.06	\$ 242.70	\$ 157.25	\$ 164.51

CONSOLIDATED SUMMARY – CAPITAL IMPROVEMENT PROJECTS



(In millions)

	<u>FY 24-25 Revenues</u>	<u>FY 24-25 Expenses</u>
Capital Improvement:		
General CIP Fund	12,674,946	13,250,387
Utility CIP Fund	3,575,000	3,880,000
Sewer Rehabilitation	320,625	400,000
Drainage Improvement Fund	1,201,000	1,780,000
Street Maintenance Sales Tax	2,235,315	1,865,000
Grant Fund	<u>8,981,583</u>	<u>6,875,000</u>
Total Capital Improvement	28,988,469	28,050,387

QUESTIONS/SUMMARY

MICHAEL G. DOLBY, CPA, DIRECTOR OF FINANCE

DOLBYM@LAPORTETX.GOV





REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>8-26-24</u>
Requested By: <u>Scott Pullig, Chief of Police</u>
Department: <u>52 - Police</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance

Appropriation	
Source of Funds:	_____
Account Number:	_____
Amount Budgeted:	_____
Amount Requested:	_____
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Ordinance 2024-4017 Showing Revisions
Ordinance 2024-4017

SUMMARY & RECOMMENDATION

A public forum was held at City Hall to allow residents to ask questions or address concerns regarding the Animal Adoption Center and Animal Control Division. At that time, several residents spoke up regarding possible City Ordinance changes for the number of animals allowed at a residence and whether to exempt foster animals from that maximum. As a result, city staff revised and amended the existing code to reflect these necessary changes.

City staff revised the existing Code to clarify the definitions in Chapter 14, "Animals," Section 14.1, "Definitions." Under this Section, "Animal," "Animal foster home," "Cat," "Dog," "Livestock," and "Premises" have been added and defined. The definition of "Kennel" has been modified to show an increase of allowable dogs and/or cats from four (4) to five (5). The definition of "Running at large off the premises" has been modified to remove "dog" and change it to "animal." The definition of "Running at large on the premises" has been modified to remove "dog" and change it to "animal, with the exception of a cat."

Section 14-3, "Duties of owners and persons in control and protection of animals," has been amended to provide language specific to keeping dog and/or cat kennels. Under Section 14-3 (6), language was added to make it lawful to keep, maintain, own or operate a dog or cat kennel in any residential district within the corporate limits of the city if the lot is in excess of 43,560 square feet.

The code was also revised by amending Chapter 14, "Animals," Article III, "Dogs and Cats," Division 1, "Generally." Here, Section 14-86, "Maximum number of dogs and cats," was added and makes it unlawful for any person to keep any combination of dogs or cats, exceeding four (4), provided that person is not operating a kennel or maintaining foster dogs and/or cats in accordance with this code. Section 14-87, "Animal foster home for dogs," was added and provides guidance to maintain a foster home.

In Chapter 22, "Businesses," Article III, "Kennels and Pet Establishments," Division 1 "Generally," Section 22-156 "Definitions" was modified. Here, the definition of "Kennel" was modified to show an increase of allowable dogs and/or cats from four (4) to five (5). Section 22-176 "Required" was expanded to define the property size necessary to keep breeding kennels. Breeding kennels are permitted only on lots in excess of 43,560 feet, and all dogs and/or cats must be boarded in enclosures located no closer than 100 feet from any property line. These changes reflect concerns that were addressed during the public forum.

City staff supports these changes as they provide clarity to the public and allow households currently at the maximum number of allowed dogs, cats, or a combination of both in their home to add a foster dog or cat.

STRATEGIC PLAN STRATEGY AND GOAL

Implementing the changes to the regulations governing the keeping of animals in Chapter 14, "Animals," and Chapter 22, "Businesses" of the City's Code of Ordinance is in accordance with the following of the City's 2024 Strategic Plan Guiding Principles:

Governance: The City of La Porte is governed in a transparent, efficient, accountable and responsive manner on behalf of its citizens that actively promotes citizen involvement.

ACTION REQUIRED BY CITY COUNCIL

Presentation, discussion, and possible action to approve Ordinance No. 2024-4017, amending Chapter 14, "Animals" and Chapter 22, "Businesses" of the City of La Porte Code of Ordinances.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

AN ORDINANCE AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, TEXAS, BY REVISING REGULATIONS GOVERNING THE KEEPING OF ANIMALS; PROVIDING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THIS ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINED IN A SUM NOT TO EXCEED FIVE HUNDRED DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:

Section 1. Chapter 14, “Animals,” Article I “In General”, Section 14-1 “Definitions” of the Code of Ordinances of the City of La Porte, Texas, is hereby adding and/or amending the following definitions, which definitions shall hereinafter read as follows:

“Sec. 14-1. Definitions

...

“*Animal* shall mean any living creature other than a Homo sapiens. Unless indicated otherwise, the term shall include livestock, fowl, reptiles, amphibians, and wildlife, as well as dogs, cats and other creatures commonly owned as pets.

Animal foster home means a residential dwelling that accepts the responsibility for stewardship of animals through an affiliation with a public or private animal shelter or animal welfare organization.

Cat means all domestic species or varieties of the genus Felis catus, male or female.

Dog means all domestic species or varieties of the genus canis familiaris, male or female.

Kennel means any lot, enclosure, premises, structure or building where ~~four~~ five or more dogs and/or cats over the age of four months are kept or maintained for any purpose whatever and licensed in accordance with regulations established in Chapter 22 of this Code, except a veterinary hospital operated by a graduate veterinarian duly licensed by the state board of veterinary examiners, or the impound facility operated by the city.

Livestock shall include, regardless of age, sex, or breed, horses and all equine species, including mules, donkeys, and jackasses; cows and all bovine species; sheep and all bovine species; llamas; goats and all caprine species; poultry; and pigs and all porcine species, and other hoofed animals, including miniature breeds.

Premises means the area owned, leased, or controlled as a distinct portion of real estate. All owned and/or leased properties in the city shall each be defined as a "premise."

Running at large off the premises means any **dog animal** which is not restrained by means of a leash or chain of sufficient strength and not more than six feet in length to control the actions of such animal while off the premises. **or any cat which is off the owner's property.**

Running at large on the premises means any **dog animal, with the exception of a cat**, not confined by the premises of the owner by a substantial fence of sufficient strength and height to prevent the animal from escaping therefrom, or secured on the premises by a metal chain or leash sufficient in strength to prevent the animal from escaping from premises and so arranged that the animal will remain upon the premises when the leash is stretched to full length. An **dog animal** intruding upon the property of another person other than the owner shall be termed at large. Any animal within an automobile or other vehicle of its owner or owner's agent shall not be deemed at large. A female dog in heat that is not enclosed shall be considered at large, whether on or off the premises.”

Section 2. Chapter 14, “Animals,” Article I “In General”, of the Code of Ordinances of the City of La Porte, Texas, is hereby amended by amending Section 14-3 “Duties of owners and persons in control and protection of animals”, which section shall hereafter read as follows, to wit:

“Sec. 14-3. - Duties of owners and persons in control and protection of animals.

It shall be unlawful for any owner or person to:

- (1) Fail to prevent any animal from running at large within the corporate limits of the city.
- (2) Perform, do or carry out any inhumane treatment against any animal.
- (3) Interfere with or molest any dog used by the police department of the city in the performance of duty of such department.
- (4) Keep, possess, own, control, maintain, use or otherwise exercise dominion over any animal which by reason of noise, odor or sanitary conditions become offensive to a reasonable and prudent person of ordinary tastes and sensibilities, or which constitute or becomes a health hazard.
- (5) Keep or harbor any dangerous or vicious animal within the corporate limits of the city.
- (6) Keep, maintain, own or operate a dog kennel or cat kennel in any residential district within the corporate limits of the city, **with the exception of lots in excess of 43,560 square feet, in accordance with Sections 22-176 and 106-743 of this Code.”**

Section 3. Chapter 14, “Animals,” Article III “Dogs and Cats”, Division 1 “Generally”, of the Code of Ordinances of the City of La Porte, Texas, is hereby amended by adding new Section 14-86, which section shall hereafter read as follows, to wit:

“Sec. 14-86. – Maximum number of dogs and cats.

It shall be unlawful for any person to own, keep, possess or have control of five or more dogs over the age of four months, or five or more cats over the age of four months, or any combination of dogs or cats, exceeding four. It is an exception to this offense that the person 1) was operating a kennel licensed in accordance with Chapter 22 of this Code, or 2) was maintaining foster dogs and/or cats under Section 14-87 of this Chapter in addition to non-foster dogs and/or cats owned or kept by the person in compliance with this section.”

Section 4. Chapter 14, “Animals,” Article III “Dogs and Cats”, Division 1 “Generally”, of the Code of Ordinances of the City of La Porte, Texas, is hereby amended by adding new Section 14-87, which section shall hereafter read as follows, to wit:

“Sec. 14-87. Animal Foster Home for Dogs or Cats

A person may maintain a foster dog or cat over the age of four months for a period not to exceed three months, up to a maximum of two foster dogs or cats at any one time. However, a litter under the age of four months will be considered one dog or cat. A person maintaining a foster dog or cat must possess a letter issued by a governmental animal control agency or alternatively, an animal organization or rescue group that qualifies for 501(c)(3) status, with such letter specifying the start and end date of the period that the person is eligible to possess the foster dog or cat.

Section 5. Chapter 22, “Businesses,” Article III “Kennels and Pet Establishments”, Division 1 “Generally”, Section 22-156 “Definitions”, of the Code of Ordinances of the City of La Porte, Texas, is hereby amended by amending the definition of “kennel”, which definition shall hereafter read as follows, to wit:

“Sec. 22-156. Definitions

...

Kennel means any lot, enclosure, premises, structure or building where ~~four~~ five or more dogs and/or cats over the age of four months are kept or maintained for any purpose whatever, except a veterinary hospital operated by a graduate veterinarian duly licensed by the state board of veterinary examiners, or the impound facility operated by the city.”

Section 6. Chapter 22, “Businesses,” Article III “Kennels and Pet Establishments”, Division 2 “License”, Section 22-176 “Required”, of the Code of Ordinances of the City of La Porte, Texas, is hereby amended, which section shall hereafter read as follows, to wit:

“Sec. 22-176. - Required.

It shall be unlawful for any person to maintain, keep or possess a kennel or pet establishment without first obtaining a license under the provisions of this article. Breeding kennels are permitted only on lots in excess of 43,560 feet, and all dogs and/or cats must be boarded in enclosures located no closer than 100 feet from any property line.”

Section 7. If any provision, section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality,

vividness or invalidity of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 8. All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 9. Any person who violates a provision of this ordinance, upon conviction in the municipal court of the City of La Porte shall be subject to fine not to exceed five hundred (\$500.00). Each day of violation shall be considered a separate offense.

Section 10. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contacts and posting thereof.

Section 11. This Ordinance shall be effective fourteen (14) days after its passage and approval. The City Secretary shall give notice of the passage of this ordinance by causing the caption hereof to be published in the official newspaper of the City of La Porte at least once within ten (10) days after the passage of this ordinance, in accordance with the City of La Porte Charter.

PASSED AND APPROVED, this the ____ day of _____, 2024.

CITY OF LA PORTE, TEXAS

By: _____
Rick Helton, Mayor

ATTEST:

Lee Woodward
City Secretary

APPROVED AS TO FORM:

Clark T. Askins
City Attorney

AN ORDINANCE AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, TEXAS, BY REVISING REGULATIONS GOVERNING THE KEEPING OF ANIMALS; PROVIDING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; PROVIDING THAT ANY PERSON VIOLATING THE TERMS OF THIS ORDINANCE SHALL BE DEEMED GUILTY OF A MISDEMEANOR AND UPON CONVICTION SHALL BE FINED IN A SUM NOT TO EXCEED FIVE HUNDRED DOLLARS; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE:

Section 1. Chapter 14, “Animals,” Article I “In General”, Section 14-1 “Definitions” of the Code of Ordinances of the City of La Porte, Texas, is hereby adding and/or amending the following definitions, which definitions shall hereinafter read as follows:

“Sec. 14-1. Definitions

...

“Animal shall mean any living creature other than a Homo sapiens. Unless indicated otherwise, the term shall include livestock, fowl, reptiles, amphibians, and wildlife, as well as dogs, cats and other creatures commonly owned as pets.

Animal foster home means a residential dwelling that accepts the responsibility for stewardship of animals through an affiliation with a public or private animal shelter or animal welfare organization.

Cat means all domestic species or varieties of the genus Felis catus, male or female.

Dog means all domestic species or varieties of the genus canis familiaris, male or female.

Kennel means any lot, enclosure, premises, structure or building where five or more dogs and/or cats over the age of four months are kept or maintained for any purpose whatever and licensed in accordance with regulations established in Chapter 22 of this Code, except a veterinary hospital operated by a graduate veterinarian duly licensed by the state board of veterinary examiners, or the impound facility operated by the city.

Livestock shall include, regardless of age, sex, or breed, horses and all equine species, including mules, donkeys, and jackasses; cows and all bovine species; sheep and all bovine species; llamas; goats and all caprine species; poultry; and pigs and all porcine species, and other hoofed animals, including miniature breeds.

Premises means the area owned, leased, or controlled as a distinct portion of real estate. All owned and/or leased properties in the city shall each be defined as a "premise."

Running at large off the premises means any animal which is not restrained by means of a leash or chain of sufficient strength and not more than six feet in length to control the actions of such animal while off the premises.

Running at large on the premises means any animal, with the exception of a cat, not confined by the premises of the owner by a substantial fence of sufficient strength and height to prevent the animal from escaping therefrom, or secured on the premises by a metal chain or leash sufficient in strength to prevent the animal from escaping from premises and so arranged that the animal will remain upon the premises when the leash is stretched to full length. An animal intruding upon the property of another person other than the owner shall be termed at large. Any animal within an automobile or other vehicle of its owner or owner's agent shall not be deemed at large. A female dog in heat that is not enclosed shall be considered at large, whether on or off the premises.”

Section 2. Chapter 14, “Animals,” Article I “In General”, of the Code of Ordinances of the City of La Porte, Texas, is hereby amended by amending Section 14-3 “Duties of owners and persons in control and protection of animals”, which section shall hereafter read as follows, to wit:

“Sec. 14-3. - Duties of owners and persons in control and protection of animals.

It shall be unlawful for any owner or person to:

- (1) Fail to prevent any animal from running at large within the corporate limits of the city.
- (2) Perform, do or carry out any inhumane treatment against any animal.
- (3) Interfere with or molest any dog used by the police department of the city in the performance of duty of such department.
- (4) Keep, possess, own, control, maintain, use or otherwise exercise dominion over any animal which by reason of noise, odor or sanitary conditions become offensive to a reasonable and prudent person of ordinary tastes and sensibilities, or which constitute or becomes a health hazard.
- (5) Keep or harbor any dangerous or vicious animal within the corporate limits of the city.
- (6) Keep, maintain, own or operate a dog kennel or cat kennel in any residential district within the corporate limits of the city, with the exception of lots in excess of 43,560 square feet, in accordance with Sections 22-176 and 106-743 of this Code.”

Section 3. Chapter 14, “Animals,” Article III “Dogs and Cats”, Division 1 “Generally”, of the Code of Ordinances of the City of La Porte, Texas, is hereby amended by adding new Section 14-86, which section shall hereafter read as follows, to wit:

“Sec. 14-86. – Maximum number of dogs and cats.

It shall be unlawful for any person to own, keep, possess or have control of five or more dogs over the age of four months, or five or more cats over the age of four months, or any combination of dogs or cats, exceeding four. It is an exception to this offense that the person 1) was operating a kennel licensed in accordance with Chapter 22 of this Code, or 2) was maintaining foster dogs and/or cats under Section 14-87 of this Chapter in addition to non-foster dogs and/or cats owned or kept by the person in compliance with this section.”

Section 4. Chapter 14, “Animals,” Article III “Dogs and Cats”, Division 1 “Generally”, of the Code of Ordinances of the City of La Porte, Texas, is hereby amended by adding new Section 14-87, which section shall hereafter read as follows, to wit:

“Sec. 14-87. Animal Foster Home for Dogs or Cats

A person may maintain a foster dog or cat over the age of four months for a period not to exceed three months, up to a maximum of two foster dogs or cats at any one time. However, a litter under the age of four months will be considered one dog or cat. A person maintaining a foster dog or cat must possess a letter issued by a governmental animal control agency or alternatively, an animal organization or rescue group that qualifies for 501(c)(3) status, with such letter specifying the start and end date of the period that the person is eligible to possess the foster dog or cat.

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Kennel means any lot, enclosure, premises, structure or building where five or more dogs and/or cats over the age of four months are kept or maintained for any purpose whatever, except a veterinary hospital operated by a graduate veterinarian duly licensed by the state board of veterinary examiners, or the impound facility operated by the city.”

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Section 7. If any provision, section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality,

vividness or invalidity of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 8. All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 9. Any person who violates a provision of this ordinance, upon conviction in the municipal court of the City of La Porte shall be subject to fine not to exceed five hundred (\$500.00). Each day of violation shall be considered a separate offense.

Section 10. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contacts and posting thereof.

Section 11. This Ordinance shall be effective fourteen (14) days after its passage and approval. The City Secretary shall give notice of the passage of this ordinance by causing the caption hereof to be published in the official newspaper of the City of La Porte at least once within ten (10) days after the passage of this ordinance, in accordance with the City of La Porte Charter.

PASSED AND APPROVED, this the ____ day of _____, 2024.

CITY OF LA PORTE, TEXAS

By: _____
Rick Helton, Mayor

ATTEST:

Lee Woodward
City Secretary

APPROVED AS TO FORM:

Clark T. Askins
City Attorney



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>September 9, 2024</u>
Requested By: <u>Lee Woodward, City Secretary</u>
Department: <u>City Secretary's Office</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>CIP AD0009 & LPISD</u>
Account Number:	<u>CIP AD0009 & LPISD</u>
Amount Budgeted:	<u>\$125,970.00 at CoLP</u>
Amount Requested:	<u>\$ 88,012.60</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Vendor quote; SoS certification order per EC 123.035(2); SoS approval letter per EC 123.035(1)

SUMMARY & RECOMMENDATION

History: In 2012, the City, LPISD, and the San Jacinto Community College District (SJCD) cooperatively purchased election equipment (voting booths (eSlates) and booth controllers (JBCs)). Following preclearance by the U.S. Department of Justice's Civil Rights Division, the City conducted elections for all three entities using the new equipment. (In 2019, SJCD notified the City that it would no longer be requesting election services, as it makes more sense for them to contract District-wide with Harris County than with every municipality affected by their elections.)

In 2017, the City and LPISD jointly purchased Poll Pads and software support for voter check-in.

The 2012 equipment (for voting, not for voter check-in), is showing signs of age. The provider, Hart Intercivic, Inc., does continue to service this equipment, but has discontinued production of parts. On occasion, the City's equipment has exhibited screen blackouts and similar indications that it is nearing end-of-life as an on-demand tool. Due to the necessity that election equipment be available when voters are present and that it provide confidence in service, such instances can place the perception of election sanctity at risk.

Voters instinctively anticipate that all screens are touchscreens, which is not the case for the voting booths (eSlates). Additionally, voters experience touchscreens and the newer Hart Intercivic Verity equipment when they vote in county, state, and federal elections held by Harris County, who have used it for several years now.

The 2016 and 2020 presidential elections also raised many conversations about voters being able to see that their votes had been cast accurately. The City's current election equipment does not print a list of the ballot items voted on, as is required for any new equipment purchased. The

voter's selections are printed so they can view it and then their votes are tabulated by putting the printed paper through a scanner.

Since at least 2004, the Texas Secretary of State has been charged with examining voting systems for approval in Texas elections. Currently, only Hart Intercivic, Inc. (Hart) and Election Systems & Software, Inc. (ES&S) are SoS-certified vendors.

A city may purchase election equipment per the provisions of Election Code Sec. 123.032. Acquisition Of Equipment By Political Subdivision Other Than County. (a) A political subdivision other than a county may contract to acquire the equipment necessary for operating a voting system as provided by this section.

Texas Election Code Chapter 123 governs the adoption and acquisition of voting systems. Section 123.035(b) *provides that any contract that is executed without approval of the SOS is void and payment under the contract cannot be made* (Election Advisory No. 2019-15 is accessible at <https://www.sos.state.tx.us/elections/laws/advisory2019-15.shtml>). SoS also advises that *executing a contract that is not approved by the Secretary of State constitutes a Class B Misdemeanor*.

Planning: In early 2020, the City Secretary's Office began discussions with the City Manager and LPISD on financing new equipment. LPISD indicated they would support the purchase and CIP AD0009 – Election Equipment was initially approved by the City Council as part of the FY 2020-2021 budget.

In each of the three fiscal years 20-21, 21-22, and 22-23, \$41,990 was allocated, for a total of \$125,970.00 for the City's half of a purchase. None of the funds have been expended thus far.

The City Attorney's Office and the Purchasing Division have reviewed and approved the vendor's proposal for compliance and sufficiency. The contract was also provided to LPISD for review, with no concerns reported.

Proposal: The City Secretary's Office has reviewed quotes and considered equipment from both Hart Intercivic, Inc. (Hart) and Election Systems & Software, Inc. (ES&S), the two SoS-certified vendors.

	Purchase	Annual license and support
	<u>totals for CoLP & LPISD together</u>	<u>begin in 2nd year</u>
Hart	\$176,025.20	\$6,457.00 + 4% increase annually
(purchased through Buy-Board cooperative contract #710-23)		

The City intends to continue using the Poll Pad check-in devices with KnowINK software and support. KnowINK and the election equipment vendor has confirmed that the Poll Pads and software are compatible with the new system. (Annual support for Poll Pads and KnowINK is independent of the purchase and not included in the election equipment quote.) The vendor has agreed to remove and recycle the City's existing equipment.

Inquiry was made to both vendors for demos. Hart came to the City on June 25, 2024, for a public demo, to which the Council, LPISD, and election workers were invited. The demo was open to the public and posted on the City website and the bulletin board for postings. ES&S indicated that it might consider a remote demo, but that in-person was very unlikely due to the demands of this year's elections nationwide.

The Texas Secretary of State's Office has received and approved the submission for the Hart Intercivic, Inc. proposal.

Due to the familiarity of the election workers and La Porte voters with the Hart Verity system, as well as the experiences the City has had with the voting system vendor representatives, the City Secretary's Office recommends the purchase of a Hart Intercivic, Inc. Verity voting system, Version 2.7.1, with 2.7.6 Verity Scans and 2.7.2 Verity Controllers, of the components and quantities provided in the 2024 City of La Porte quote, with approval by the Texas Secretary of State's Elections Division, for all portions of the election process, including early voting in person and by mail, on election day, and for provisional balloting, and to be used for all foreseeable elections held by the City of La Porte and any joint election partners' elections in which the City conducts polling.

STRATEGIC PLAN STRATEGY AND GOAL

An accurate and secure election process and the communication and trust surrounding it is integral to a strong community and supports each of the following adopted Guiding Principles of the City Council.

Governance: The City of La Porte is governed in a transparent, efficient, accountable and responsive manner on behalf of its citizens that actively promotes citizen involvement.

Communications: The City of La Porte will build relationships and showcase our community through communication, technology, training, and branding.

Infrastructure and Utilities: The City of La Porte will have and maintain a strong infrastructure and up to date facilities to continue to provide superior services for our citizens.

Economic Development: The City of La Porte will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.

Organizational Excellence: The City of La Porte will operate in a transparent, efficient, accountable, and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.

ACTION REQUIRED BY CITY COUNCIL

Select a vendor and approve the purchase of new election equipment, contingent upon contract approval by the Texas Secretary of State's Elections Division.

The SoS recommends that an adoption action include the following:

1. Name of Vendor
2. Name of Voting System (including the version number)
3. Type of Equipment
4. What part of the election process the equipment will be used for (early voting in person/by mail, election day, provisional ballots),
5. What elections it will be used for (all elections or just certain elections)

The City Secretary's Office offers the following draft wording:

I move that the City purchase

- from Hart Intercivic, Inc.,
 - a Verity voting system, Version 2.7.1, with 2.7.6 Verity Scans and 2.7.2 Verity Controllers,
 - of the components and quantities provided in the 2024 City of La Porte quote, with approval by the Texas Secretary of State's Elections Division,
 - for all portions of the election process, including early voting in person and by mail, on election day, and for provisional balloting, and
 - to be used for all foreseeable elections held by the City of La Porte and any joint election partners' elections in which the City conducts polling.
-



Quote Number
Account Name
Grand Total

00013590
La Porte, TX
\$176,025.20

Item	Description	Unit Price	Quantity	Total Price
Verity Controller	Controller for Verity Duo polling place equipment	\$4,850.00	6	\$29,100.00
Verity Duo	Ballot marking device (produces summary ballot)	\$4,320.00	15	\$64,800.00
Verity Standard Booth	Standard voting booth w/ transport bag and privacy screens for Verity Duo		10	
Verity Accessible Booth	Wheelchair-accessible voting booth w/ transport bag and privacy screens		5	
Verity Access	Detachable ATI module for use with Verity tablet	\$520.00	5	\$2,600.00
Verity Headphones	Headphones for Verity accessible units		5	
Verity Scan	Digital ballot scanner	\$6,370.00	8	\$50,960.00
Verity Ballot Box	Ballot box w/ transport bag and privacy screens for use with Verity Scan		8	
Verity Count	Verity Count software	\$12,000.00	1	\$12,000.00
Verity Workstation	Workstation for Verity software w/ 5-year warranty	\$5,900.00	1	\$5,900.00
24" Flat Panel Monitor	Monitor for use with Verity Workstation		1	
Brother HLL6400DWVS Printer	Laser printer w/ toner cartridge for report printing	\$795.00	1	\$795.00
vDrive	Flash memory card/audio card for use with Verity devices	\$66.00	30	\$1,980.00
Verity Key	Electronic security token	\$109.00	3	\$327.00
Verity Duo Go	Portable carrier with thermal printer to support mobile voting on Verity Duo	\$1,620.00	4	\$6,480.00
Verity Ballot Box Lock Kit	Secondary lock kit for Verity Ballot Box	\$23.00	2	\$46.00
Secure Ballot Transport Bag	Bag for easy and secure removal and transport of ballots from ballot box	\$60.00	8	\$480.00
Battery Charger, 6 Bay	6-bay charger for Verity voting device battery	\$704.00	1	\$704.00
Thermal Ballot Stock, 8.5" x 11"		\$235.00	2	\$470.00
New Implementation Services	Includes training, acceptance testing, project management, and on-site support for the first election on the Verity voting system. Additional services, if required, must be purchased separately.	\$20,000.00	1	\$20,000.00
License and Support	Annual license and support fee	\$6,457.00	1	\$6,457.00

Subtotal	\$203,099.00
Shipping and Handling (Estimated)	\$2,850.00
Solution Price	\$205,949.00
Special Discount	(\$29,923.80)
Grand Total	\$176,025.20



Quote Number 00013590
 Account Name La Porte, TX
 Grand Total \$176,025.20

Bill To 604 W Fairmont Pkwy.
 La Porte, TX 77571

Ship To 604 W Fairmont Pkwy.
 La Porte, TX 77571

Customer Contact

Contact Name Lee Woodward
 Email citysecretary@laportetx.gov
 Phone (281) 470-5019

General Information

Expiration Date 9/30/2024
 Payment Terms Net 30
 Instructions Please fax with signature to (512) 252-6923 or scan and email to tcervantes@hartic.com to order.

Terms and Conditions

Subsequent License and Support will be billed annually per contract terms.
 Please note: Shipping & Handling charges listed are estimates only. Due to global supply chain and delivery issues, actual shipping & handling charges may be significantly higher. Pricing subject to inventory availability at time of quote execution and acceptance.
 Taxes will be calculated in conjunction with the Customer based on the final approved price list.
 The products above are listed on Hart's BuyBoard Contract #710-23. Discount is only valid if purchase is executed via the BuyBoard Purchasing Cooperative.

Delivery includes removal and salvage of customer's existing voting system at no extra charge.

Hart Approval

Prepared By Tony Cervantes
 Signature 
 Title Account Manager

Customer Approval

Name: _____ Title: _____
 Customer Approval: _____ Date: _____



VERITY

MASTER AGREEMENT

This Master Agreement ("Agreement"), entered into effective as of _____, 202__ ("the Effective Date") by and between Hart InterCivic, Inc., a Texas corporation ("Hart") and the Customer set forth below ("Customer"), sets forth the terms and conditions pursuant to which Customer may procure from Hart certain hardware ("Hardware"), software ("Software") licenses and support services ("Software Support Services"), warranty services ("Warranty Services"), and/or design, engineering, software development, project management, operational training, election event support, and/or other services ("Professional Services"), from time to time. Hardware and Software may be referred to as "Products" and Warranty Services, Software Support Services and/or Professional Services may be referred to as "Services." Products may be "Hart Hardware," and "Hart Proprietary Software," (i.e. "Hart Products") or "Third Party Hardware" and "Sublicensed Software" (i.e. "Third Party Products"). The foregoing may be referred to together as the "Verity system."

Hart agrees to sell or provide to Customer Products and Services according to this Agreement, which includes all Schedules, Attachments and Exhibits. Customer agrees to all terms and conditions of this Agreement. Pricing and other material terms of Customer's initial commitment are as set forth in the Schedule A or Customer Signed Quote attached hereto as Exhibit A. This Agreement and Hart's quotations issued hereunder together comprise the complete and exclusive Agreement for the sale of the Products and the provision of the Services. No other terms and conditions sent by Customer shall apply, including any terms or conditions contained in any purchase order, request for quote (RFQ), request for proposal (RFP), communication or other operational form that is in addition to or different than the terms and conditions of this Agreement. Any of Customer's terms and conditions that are different from or in addition to those contained herein are hereby objected to and shall be of no effect unless specifically agreed to in writing by an officer of Hart. Customer acknowledges it has read and understands this Agreement (including all Schedules, Attachments and Exhibits) and is entering into this Agreement only on the basis of the terms set forth in this Agreement (including all Schedules, Attachments and Exhibits).

Agreed and Accepted:

Customer

Hart

Jurisdiction: City of La Porte, TX

Name: City of La Porte, TX

Address: 604 W. Fairmont Pkwy
La Porte, TX 77571

Phone: (281) 470-5019

Facsimile: _____

E-mail: citysecretary@laportetx.gov

Hart InterCivic, Inc.

PO Box 80649

Austin, Texas 78708-0649

Attn.: Julie Mathis, CEO

800-223-4278

800-831-1485

jmathis@hartic.com

Executed By: _____

Name: _____

Julie Mathis

Title: _____

President & CEO

This Agreement is not effective until executed by both parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

1. ORDERING

Customer may request quotations for Products or Services from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any Products or Services from Hart. Any Customer request for quotation must include the following information: (i) description of requested Product or Services; (ii) unit quantity and/or desired term; (iii) Hart's part number and/or vendor part number, if applicable; (iv) current unit price as provided by Hart, if applicable; (v) correct shipping address, if applicable; and (vi) any other order information required by Hart. Each request for quotation shall identify the address of the shipping destination, if applicable. Customer may only make a request for quotation via facsimile and other Hart approved electronic ordering methods, including email. All quotations are valid for only 30 days unless specifically stated on the front of the quotation. If the quotation is signed by Customer within thirty (30) days, Hart will provide notice of its acceptance via countersignature within fifteen (15) days of the date on which it receives Customer's signature on the Hart quotation. Failure to provide such written acceptance shall be deemed Hart's rejection of the order. Hart reserves the right to accept or reject any order initiated by Customer in Hart's discretion. Only signed quotations will obligate the parties to the terms of such quotations and this Agreement with respect to the applicable Products and/or Services. Each accepted quotation shall be subject to the terms and conditions of this Agreement.

2. PRICING

- 2.1. **Products.** Prices for Products shall be specified by Hart in the relevant quotation or proposal and are subject to change without notice, including Prices for backordered Products, however, Prices in quotations or other agreements signed by both Parties are not subject to change. All prices are exclusive of shipping and packing costs, and insurance.
- 2.2. **Annual License and Support Fee.** The "Annual Fee" is the combined fee for licensing (in the case of Hart Proprietary Software), sublicensing (in the case of Sublicensed Software, if any), and support (a "License and Support Subscription"). Pricing for the initial Annual Fee is the amount specified as the "Initial Annual Fee" on **Exhibit A**. Pricing for subsequently ordered License and Support Subscriptions shall be specified on the applicable quotation, and unless otherwise specified, shall be pro-rated so as to be co-terminus with the initially-ordered License and Support Subscriptions. Hart may adjust the amount of the Annual Fee for renewal License and Support Subscription terms by notifying Customer of any price changes with the invoice in which the adjustment is made. Unless adjusted by Hart, each renewal Annual Fee will be the same as the Annual Fee for the renewing License and Support Subscription.
- 2.3. **Other Services.** Pricing for other Services shall be set forth in the applicable quotation, or if not specified, at Hart's then-current hourly rates.
- 2.4. **Additional Charges.** Additional charges may apply to Services e.g., travel, communication and other expenses. There will be an additional charge at Hart's current technician's rate per hour for any technical work required as a result of other than Hart-recommended equipment purchased by the Customer for use with the Products. Any other additional charges must be mutually agreed to by Hart and Customer and documented in an amendment to this Agreement.
- 2.5. **Taxes.** All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents Hart with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event Hart is required to pay any tax at time of sale or thereafter, Customer shall promptly reimburse Hart therefore.

3. PAYMENT

- 3.1. **Products.** Except as otherwise provided in Hart's quotation, amounts due for Products shall be billed upon shipment and shall be paid in full within thirty (30) days after delivery.
- 3.2. **Annual Fee.** The Annual Fee for the initial License and Support Subscription is due upon execution of this Agreement and annually thereafter before expiration thereof. Annual Fees for subsequently ordered License and Support Subscriptions, if any, shall be due upon acceptance of order and unless specified on the applicable quotation, the corresponding Annual Fees for renewals thereof shall be due annually with the renewal of the initially-ordered License and Support Subscription (i.e. shall be pro-rated and become co-terminus). If Customer fails to timely pay an Annual Fee, all Software licenses and Software Support Services will automatically terminate.
- 3.3. **Other Services.** Amounts due for other Services shall be billed upon the earlier to occur of one or more of the following: first election in which the Professional Services are used; receipt of Services acceptance; not later than sixty (60) days after the date of Customer's first election in which any portion of the Hardware and/or Software is used, and shall be due within thirty (30) days of receipt of invoice.

- 3.4. **Payment Mechanics.** Customer will pay all amounts due under this Agreement in U.S. Dollars. All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the signature page or to such other location as may be designated by Hart in a notice to Customer. Hart reserves the right to require C.O.D. payment, a letter of credit, or other security for payment if it determines that such terms are required to assure payment. Customer shall promptly notify Hart in writing of any change to Customer's name, address, or billing information.
- 3.5. **Late Fees.** Hart may impose interest at the lower of: (1) one and one-half percent (1½%) per month, or (2) the highest rate of interest then permitted by applicable law for all past due balances, compounded monthly and rounded to the next highest whole month. Customer also agrees to pay or reimburse all fees and expenses reasonably incurred by Hart in collecting any amounts due under this Agreement, including, but not limited to, all attorneys' fees associated therewith. Hart shall have the right, in addition to any and all other rights and remedies available at law or in equity, to delay or cancel any deliveries, to reduce or cancel any or all quantity discounts extended to Customer, and/or to suspend the provision of Services if Customer is in default of payments or any other material term of this Agreement.
- 3.6. **Billing Disputes.** If any dispute exists between the parties concerning the amount due or due date of any payment, Customer shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Customer or Hart of any of their respective legal rights and remedies against each other. Customer has no right of set-off.

4. **HARDWARE SPECIFIC TERMS**

- 4.1. **Delivery.** Hart will provide estimated shipment dates upon acceptance of Customer's signed quotation. Shipment dates on Hart quotations are approximate only and Hart will not be subject to liability for late or delayed shipment. In the event Customer is unable to receive the Hardware Products at the time of delivery Hart, at its sole option and convenience, may deliver such products to storage at any suitable location including Hart's facilities. All costs incurred by Hart for the transportation, storage, and insurance of such Hardware Products shall be borne by Customer.
- 4.2. **Hart Voting System Equipment Pick-Up.** If Customer has legacy Hart Voting System (HVS) equipment, Hart will pick up and salvage all HVS voting devices, computers, and peripherals at no cost to Customer. Customer may retain databases and reports stored on such equipment solely to comply with record retention policies. Customer may retain minimal necessary computers and copies of legacy software for access to records retention databases. Customer agrees to remove all HVS software from all retained computers at the close of the records retention period. Upon request, Customer will provide Hart with written certification that such software has been deleted.
- 4.3. **Acceptance.** Customer shall examine all Hardware Products promptly upon receipt thereof. Within ten (10) business days of such receipt, Customer shall notify Hart in writing of any manner in which Customer claims that the Hardware Products fail to conform to their applicable specification, or as to any claimed shortages, or shipments errors. If no written notification is received by Hart within such period, the Hardware Products delivered hereunder shall be deemed accepted by Customer ("**Hardware Acceptance**"). Hardware Product will be deemed conforming if it meets Hart's published specification for such Product, and any specifications identified on the applicable quotation. Upon Customer's Acceptance, any defects in material or workmanship shall be addressed pursuant to the warranty in Section 9 below.
- 4.4. **Installation.** A Hart representative may install the Hardware Products at the Customer's site on a mutually agreed upon date during Hart's normal working hours, within ten (10) business days of delivery, or as soon as is practicable for both parties. Billing will occur on the date the Hardware is shipped to the Customer's site, per Section 3.1 If additional labor and rigging or Customer-specified customization is required for installation due to Customer's special site requirements, Customer will pay those costs including costs to meet union or local law requirements.
- 4.5. **Title and Transportation.** Hardware Products are shipped Ex Works (Incoterms 2020) from Hart's designated shipping point. Title transfer and transfer of risk of loss or damage shall be deemed to occur upon Hart making such Hardware Products available to the carrier at Hart's designated shipping point. Hart reserves the right to select the method and routing of transportation and the right to make delivery in installments unless otherwise specified at the time of quotation acceptance by Hart but in no event will the carrier be deemed the agent of Hart. Notwithstanding the foregoing, if customer chooses a financing option offered by Hart, then title to hardware will pass to Customer according to the terms of the finance agreement.
- 4.6. **Rescheduling and Cancellation.** Except in the event of unreasonable delays beyond the quoted delivery dates or an uncured default of a material term of this Agreement by Hart, Customer shall not have the right to change, cancel, or reschedule an accepted quotation in whole or in part without the prior consent of Hart. In the event Customer requests a rescheduling of any Hardware Product and such request is accepted by Hart, Customer agrees to promptly pay Hart's standard reschedule charge. Hart may not cancel a quotation after it has accepted Customer's signed submission thereof. Customer may not cancel an order after submission to Hart of a signed quotation. Any cancellations following such times will be at the non-cancelling party's sole discretion and upon terms dictated by the non-cancelling party.

5. **SOFTWARE SPECIFIC TERMS**

- 5.1. **License.** Subject to the terms and conditions of this Agreement and for so long as Customer has a current License and Support Subscription in effect, Hart grants to Customer (i) a personal, nonexclusive, nontransferable, and limited license to use the Hart Proprietary Software (which includes Firmware, meaning the Hart Proprietary Software embedded in any Verity system device that allows execution of the software functions) and (ii) a personal, nonexclusive, nontransferable, and limited sublicense to use the Sublicensed Software, if applicable. With this right to use, Hart will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal data processing requirements as part of the Verity system. The Software may be used only at the Licensed Location specified as the jurisdiction on the signature page of this Agreement and only on the hardware or other computer systems authorized by Hart in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable quotation. Only Customer and its authorized employees, agents or contractors may use or access the Software. For applicable components, Voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election. To the extent Hart Proprietary Software contains embedded third party software, third party licenses may apply. More information concerning embedded third party software can be found in the application's "Help->About" and is available upon written request. Such embedded third party software is distinguished from "Sublicensed Software" which is stand-alone software not part of Hart Proprietary Software that may be included under this Agreement. See **Exhibit D** for a listing of Hart Proprietary Software and Sublicensed Software.
- 5.2. **Records and Audit.** Customer shall keep clear, complete and accurate books of account and records with respect to the usage of Software and access to the Software licensed hereunder, including without limitation with respect to access thereto. Licensee shall retain such books and records for a period of five (5) years from the date of cessation of any such usage, notwithstanding any expiration or termination of this Agreement. Customer agrees that during the term of this Agreement and such period, Hart, the licensors of any Sublicensed Software, and their representatives may periodically inspect, conduct, and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, and appropriate records of Customer to verify Customer's compliance with the terms of the licenses and sublicenses granted to Customer. If any such examination discloses unauthorized usage, then Customer, in addition to paying such payment then due and without limiting Hart's remedies, shall pay the reasonable fees for the audit.
- 5.3. **Restrictions**
- 5.3.1. The Hart Hardware and Hart Proprietary Software are designed to be used only with each other and/or the agreed-upon Sublicensed Software (if any) and Third Party Hardware. To protect the integrity and security of the Verity system, Customer shall comply with the following practices and shall not deviate from them without the express written consent of Hart: (i) Customer shall use the Software and Hardware only in connection with the Verity system, and Customer may only use Hart branded or approved peripherals and consumables with the Verity system.; (ii) Customer shall not install or use other software on or with the Hardware or Software or network the Hardware or Software with any other hardware, software, equipment, or computer systems; and (iii) Customer shall not modify the Hardware or Software. If Customer does not comply with any provisions of this Section 5.3, then (i) the Limited Warranties under Section 9 and the licenses and sublicenses granted under Section 5.1 will automatically terminate; (ii) Hart may terminate its obligation to provide Software Support Services under Section 8; (iii) Hart will have no further installation obligations. Furthermore, if Customer uses the Software and Hardware in combination with other software and equipment (other software or equipment being those not provided by Hart or its designees), and the combination infringes Hart proprietary patent claims outside the scope of the software license granted to Customer under Section 5.1, Hart reserves its rights to enforce its patents with respect to those claims.
- 5.3.2. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software. Customer shall not use any Software for application development, modification, or customization purposes, except through Hart.
- 5.3.3. Customer shall not assign, transfer, sublicense, time-share, or rent the Software or use it for facility management or as a service bureau serving others outside of the jurisdiction. This restriction does not preclude or restrict Customer from contracting for election services for other local governments located within Customer's jurisdictional boundaries. Customer shall not modify, copy, or duplicate the Software. All use of software and hardware on which the software resides shall take place and be for activities within Customer's jurisdictional boundaries, except for in cases of joint elections conducted cooperatively with neighboring jurisdictions. All copies of the Software, in whole or in part, must contain all of Hart's or the third-party licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Customer. Customer shall notify Hart of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Customer regarding any unauthorized possession or use of the Software.
- 5.3.4. Customer shall not publish any results of benchmark tests run on any Software.
- 5.3.5. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Customer shall not use the Software in any inherently dangerous application and agrees that Hart and any third-party licensor will not be liable for any claims or damages arising from such use.

6. DOCUMENTATION

Hart will provide Customer with one (1) electronic copy of the standard user-level documentation and operator's manuals and where applicable, environmental specifications for the Product installed at the Customer's location before the first election for which the Product will be used, following installation.

7. PROPRIETARY RIGHTS

7.1. **Reservation of Rights.** Customer acknowledges and agrees that the design of the Products, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of Hart and its licensors. Customer agrees that the sale of the Hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the Products, are the sole and absolute property of Hart and its licensors. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Product(s), or copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. Further Customer shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Hart user documentation, operator's manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media. Intellectual Properties. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, code, updates, and trade secrets developed by Hart personnel (alone or jointly with others, including Customer) in connection with Confidential Information, Verity system, and Hart Proprietary Software will be the exclusive property of Hart.

7.2. **Customer Suggestions and Recommendations.** Customer may propose, suggest, or recommend changes to the Products at any time. Such proposals, suggestions, or recommendations will become Hart's property and are hereby assigned to Hart. Hart may include any such proposals, suggestions, or recommendations, solely at Hart's option, in subsequent periodic Product updates, without restriction or obligation. Hart is under no obligation to change, alter, or otherwise revise the Products according to Customer's proposals, suggestions, or recommendations.

7.3. **License Back** If Customer possesses or comes to possess a licensable or sub-licensable interest in any issued patent with claims that read upon the Verity system, its method of operation, or any component thereof, Customer hereby grants and promises to grant a perpetual, irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Hart permitting Hart to make, have made, use, and sell materials or services within the scope of the patent claims.

8. SOFTWARE SUPPORT SERVICES

8.1. **Description of Software Support Services.** Subject to the terms and conditions of this Agreement and for so long as Customer has the requisite number of License and Support Subscriptions in effect, Hart will provide Customer the Software Support Services described below. Software Support Services under this Section do not cover any of the exclusions from warranty and support coverage as described under Section 9. If Hart, in its discretion, provides Software Support Services in addition to the services described under this Section, Customer will pay Hart for such services on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices, unless otherwise agreed in writing by Hart and Customer.

8.1.1. *Software Support Services.* Software Support Services will consist of assisting the Customer in the use of software for purposes of election administration, including functions related to pre-election and post-election testing and general operation of the Verity system. Assistance is available via phone and email through the Hart Customer Support Center. See **Exhibit B** for Hart Customer Support contact information and hours.

Software Support Services may consist of periodic updates to Hart Proprietary Software, at Hart's discretion. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Software errors or defects must be reported in writing and be accompanied with sufficient detail to enable Hart staff to reproduce the error and provide a remedy or suitable corrective action. The exclusions from warranty coverage under Section 9.5 also are exclusions from Software Support Services under this Section. There may be consumable, shipping and on-site service charges for update releases of software and there may be feature charges for update or enhancement releases of software.

9. WARRANTY AND EXTENDED WARRANTY

9.1. **Certification.** Where applicable, Verity system components that require certification will meet the certification requirements in place on the effective date of the Master Agreement.

9.2. **Hart Hardware Limited Warranty.** Hart warrants that during the warranty period, the Hart Hardware purchased by Customer will be free from defects in materials and workmanship and will substantially conform to the performance specifications stated in the Verity Operator's Manuals for the Hart Hardware applicable at the time of the installation of the Hardware. The warranty

period for new Hart Hardware (other than Consumables) is one (1) year, beginning ten (10) days after the shipping date. The warranty period for used and/or refurbished hardware is ninety (90) days, beginning ten (10) days after the shipping date. Consumables are warranted only to be free from manufacturing defects for a period ninety (90) days, beginning ten (10) days after the shipping date. Hart will, at Hart's sole discretion, replace or repair any Hart Hardware that does not comply with this warranty, at no additional charge to Customer. To request warranty service, Customer must contact Hart in writing within the warranty period. Hart may elect to conduct any repairs at Customer's site, Hart's facility, or any other location specified by Hart. Any replacement Hart Hardware provided to Customer under this warranty may be new or reconditioned. Hart may use new and reconditioned parts in performing warranty repairs and building replacement products. If Hart repairs or replaces Hart Hardware, its warranty period is not extended and will terminate upon the end of the warranty period of the replaced or repaired Hart Hardware. Hart owns all replaced Hart Hardware and all parts removed from repaired products. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Software Support Services set forth in Section 9.5. This warranty does not cover any Hart Hardware that has had the original identification marks and/or numbers removed or altered in any manner. This warranty does not include any type of routine maintenance service or preventative maintenance service. This Hardware Limited Warranty may be extended after the initial period under separate Extended Hardware Warranty agreements, subject to the order process contemplated by Section 1. Extended warranties exclude consumable items, including all types of batteries, vDrives and paper ("Consumables"). Renewal of the annual License and Support Subscription does not, in itself, extend the Hardware Limited Warranty. The remedies set forth in this Section are the full extent of Customer's remedies and Hart's obligations regarding this warranty. If the Hart Hardware is required to be reconfigured, modified, or otherwise changed after its sale to and installation at the Customer's location due to the Customer's or a local, state, or federal government certification change(s) or due to any statutory changes or new requirements, Hart will determine the feasibility and cost of the required changes and advise the Customer of the total amount due for those Hart Hardware changes. Upon written approval to move forward with the changes and receipt from the Customer of the stated fees, Hart will complete the required changes to the Customer's Hart Hardware. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY THIRD PARTY HARDWARE.

- 9.3. **Hart Proprietary Software Limited Warranty.** Hart warrants that beginning ten (10) days after the shipping of the Hart Proprietary Software and for so long as Customer has the requisite number of License and Support Subscriptions in effect, the Hart Proprietary Software will perform substantially according to the then-current functional specifications described in the applicable software Operators' Manuals accompanying such Hart Proprietary Software. To request warranty service, Customer must contact Hart in writing within the warranty period. Failure to conform to the warranty must be reported in writing and be accompanied with sufficient detail to enable Hart to reproduce the error and provide a remedy or suitable corrective action (a solution that will allow the software to function appropriately). Hart will make commercially reasonable efforts to remedy or provide a suitable workaround for defects, errors, or malfunctions covered by this warranty that have a significant adverse effect upon operation of the Hart Proprietary Software. Because not all errors or defects can or need to be corrected, Hart does not warrant that all errors or defects will be corrected. Customer acknowledges and agrees that this warranty is contingent upon and subject to Customer's proper use of the Verity system and the Exclusions from Warranty and Support Coverage set forth in Section 9.5. The remedies set forth in this Section 9.3 are the full extent of Customer's remedies and Hart's obligations regarding this warranty. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY SUBLICENSED SOFTWARE.
- 9.4. **Professional Services Warranty.** Hart represents and warrants that any Professional Services shall be performed in a professional and workmanlike manner.
- 9.5. **Exclusions from Warranty and Software Support Services.** The warranties under this Section and Software Support under Section 8 do not cover defects, errors, or malfunctions that are caused by any external causes, including, but not limited to, any of the following: (a) Customer's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of incompatible media, supplies, parts, or components; (c) modification or alteration of the Verity system, or its components, by Customer or third parties not authorized by Hart; (d) use of equipment or software not supplied or authorized by Hart; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with Hart's specifications and instructions; (j) use of software on Equipment that is not in good operating condition; (k) acts of Customer, its agents, servants, employees, or any third party; (l) servicing or support not authorized by Hart; (m) Force Majeure; or (n) Consumables, unless expressly set forth in Section 9.2. In any case where Hart Proprietary Software interfaces with third party software, including but not limited to, the Customer's voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems, Hart will not be responsible for proper operation of any Software that interfaces with the third party software should such third party software be updated, replaced, modified, or altered in any way. Hart will also not be responsible for the proper operation of any Software running on Customer's computer equipment, should Customer install a new computer operating system on said equipment without advising Hart of such changes and receiving Hart's written approval. Hart will not be responsible for the proper operation of any Software should it be configured or operated in any manner contrary than that described herein. Professional Services and associated costs may be required in those situations where the Customer requests Hart's review and approval of any system changes outside the original system specifications at the time of the original acceptance date of this Agreement. Hart reserves the right to charge for repairs on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices caused by these exclusions from warranty and support coverage.

- 9.6. **Third Party Hardware and Sublicensed Software Excluded.** HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY DESCRIBED BELOW. HART HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE AND SUBLICENSED SOFTWARE, IF ANY, PROVIDED BY HART'S DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If Hart sells, licenses, or sublicenses any Third Party Hardware or Sublicensed Software to Customer, Hart will pass through to Customer, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer. Customer agrees to look solely to the warranties and remedies, if any, provided by the manufacturer or third-party licensor. For a list of Third Party Hardware, see Exhibit A. For a list of Sublicensed Software, see Exhibit D or the applicable order. The disclaimers in this Section 9.6 are not intended to apply to embedded third party software integrated within the Hart Proprietary Software, contemplated by Section 5.1.
- 9.7. **Limited Remedies.** HART'S SOLE RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN PRODUCTS AND SERVICES IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN, AND TO THE EXTENT SET FORTH IN, THIS WARRANTY TERMS SECTION.

10. PROFESSIONAL SERVICES

- 10.1. **Professional Services.** Subject to the terms and conditions of this Agreement, Hart will provide Customer (i) operational training and on-site support at the first election in which the Products are used, and (ii) the Professional Services described in each Hart-accepted, Customer-signed quotation. Professional Service days cannot be exchanged for Product fees, Annual Fees, or fees for other Services. If the Professional Services in an applicable quotation are not used prior to 60 days after the date of the Customer's first election in which any portion of the Product is used, Hart's Professional Services obligations shall expire and unused days will be billed to the Customer without recovery of amounts paid in advance for Professional Services.

11. REPRESENTATIONS AND WARRANTIES

- 11.1. **Due Organization.** Each party represents that it is duly organized, validly existing, and in good standing in the jurisdiction of its organization, and that it has the requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement.
- 11.2. **Conflicting Agreements.** Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

12. CUSTOMER RESPONSIBILITIES

- 12.1. **Independent Determination.** Customer acknowledges it has independently determined that the Products purchased under this Agreement meet its requirements.
- 12.2. **Cooperation.** Customer agrees to cooperate with Hart and promptly perform Customer's responsibilities hereunder. Customer will (a) provide adequate working and storage space for use by Hart personnel near the applicable Hardware; (b) provide Hart full access to the Hardware and Software and sufficient computer time, subject to Customer's security rules; (c) follow Hart's procedures for placing hardware warranty or software support service requests and determining if warranty remedial service is required; (d) follow Hart's instructions for obtaining hardware and software support and warranty services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely access to key Customer personnel and timely respond to Hart's questions; and (h) otherwise cooperate with Hart in its performance under this Agreement.
- 12.3. **Site Preparation.** Customer shall prepare and maintain the installation site in accordance with instructions provided by Hart. Customer is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Hart's specifications. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.
- 12.4. **Site Maintenance; Proper Storage.** Customer shall maintain the appropriate operating environment, in accordance with Hart's specifications, for the Products and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Products to operate properly. Customer shall properly store the Products when not in use.
- 12.5. **Use.** Customer is exclusively responsible for supervising, managing, and controlling its use of the Products, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making timely data backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Hardware and Software are used in accordance with

applicable manuals, instructions, and specifications. Customer shall comply with all applicable laws, rules, and regulations with respect to its use of the Products.

- 12.6. **Backups.** Customer is solely responsible for timely data backups, and Customer will maintain backup data necessary to replace critical Customer data in the event of loss or damage to data from any cause. Hart is not liable for data loss.

13. TERM AND TERMINATION

13.1. Term.

- 13.1.1. *Of Agreement.* Unless earlier terminated as set forth herein, the initial term of this Agreement is one (1) year.
- 13.1.2. *Of License and Support Subscription.* Unless earlier terminated as set forth herein, the initial term of the License and Support Subscriptions is one (1) year. Unless otherwise provided in the applicable quotation subsequently ordered License and Support Subscriptions shall be pro-rated so as to be co-terminus with the initially ordered License and Support Subscriptions.
- 13.1.3. *Of Hardware Warranty.* Unless earlier terminated as set forth herein, the initial term of new Hardware Warranties is one (1) year.

13.2. Renewals.

- 13.2.1. *Of Agreement.* This Agreement shall automatically renew for successive periods of one (1) year following the initial term unless one party notifies the other of its intent not to renew not less than ninety (90) days prior to the end of the then-current term.
- 13.2.2. *Of License and Support Subscriptions.* Except as otherwise provided in this Agreement, Customer must renew License and Support Subscriptions before their expiration by paying the Annual Fee invoiced by Hart, as provided in Section 2.2, before the anniversary date immediately following the date of invoice. Each renewal License and Support Subscriptions term will be a one (1) year, commencing on the expiration of the prior term and expiring on the immediately following anniversary date.
- 13.2.3. *Hardware Warranties.* Hardware warranties may be extended through a separate Extended Hardware Warranty, ordered in accordance with Section 1. Renewal of this Master Agreement and the License and Support Subscription do not, in themselves, extend hardware warranties.

13.3. Termination.

- 13.3.1. *By Hart.* This Agreement and/or all then-current License and Support Subscriptions and Professional Services orders shall automatically terminate or expire as set forth herein and may be terminated by Hart if Customer is in breach of a term hereof and fails to cure such breach within thirty (30) days after written notice of such breach has been given.
- 13.3.2. *By Customer.* Customer may terminate this Agreement, a Product order, or a License and Support Subscriptions and Professional Services orders issued hereunder if Hart is in breach of a term hereof or thereof, as applicable, and fails to cure such breach within thirty (30) days after written notice of such breach has been given.
- 13.4. **Effect of Expiration and Termination.** Any termination under Section 13.3.1 shall operate to terminate this Agreement and any then current License and Support Subscriptions and Professional Services orders. Any termination under Section 13.3.2 of a License and Support Subscription or Professional Services order shall operate only upon such subscription or order, and shall have no effect on this Agreement or other subscriptions or orders then in effect. Sections 3, 5.2-5.3, 7, 9.5-9.7, 12, 13.4, and 14-18 shall survive any termination or expiration of this Agreement or the applicable License and Support Subscription and/or Professional Services order. All other rights and obligations shall be of no further force or effect.

14. CONFIDENTIALITY

- 14.1. **Definition.** "Confidential Information" means any information related to Hart's business or the Verity system, including but not limited to technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information. Confidential Information includes, without limitation, all Software, the Documentation and support materials, and the terms and conditions of this Agreement.
- 14.2. **Non-Use and Non-Disclosure.** Customer will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the Hardware and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer shall keep the Software and all tapes, diskettes, CDs, and other physical embodiments of them,

and all copies thereof, at a secure location and limit access to those employees who must have access to enable Customer to use the Software. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to Hart or its suppliers and licensors.

- 14.3. **Return of Confidential Information.** Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to Hart all copies of the Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies). Upon termination of Customer's license or sublicense of Software, Customer shall immediately discontinue all use of the Software and return to Hart or destroy at Hart's option, the Software, including Firmware (and all related Documentation (electronic and hard copy)) and all archival, backup, and other copies of Software, Firmware and Documentation, and provide certification to Hart of such return or destruction. Return or destruction may include hard drives and/or component flash drive devices.
- 14.4. **Customer Employees, Agents and Contractors.** Customer will inform its employees and other agents and contractors of their obligations under this Section 14 and shall be fully responsible for any breach thereof by such personnel.

15. INDEMNIFICATION

- 15.1. **Indemnity.** Hart, at its own expense, will defend Customer against any claim that the Hart Hardware or Hart Proprietary Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives Hart prompt written notice of such claims; (b) permits Hart to control the defense and settlement of the claims; and (c) provides all reasonable assistance to Hart in defending or settling the claims.
- 15.2. **Remedies.** As to Hart Hardware or Hart Proprietary Software that is subject to a claim of infringement or misappropriation, Hart may (a) obtain the right of continued use of the Hart Hardware or Hart Proprietary Software for Customer or (b) replace or modify the Hart Hardware or Hart Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Hart, any applicable Software license and its charges will end, Customer will cease using the applicable Hart Hardware and Hart Proprietary Software, Customer will return to Hart all applicable Hart Hardware and return or destroy all copies of the applicable Hart Proprietary Software, and Customer will certify in writing to Hart that such return or destruction has been completed. Upon return or Hart's receipt of certification of destruction, Hart will give Customer a credit for the price paid to Hart for the returned or destroyed Hart Hardware and Hart Proprietary Software, less a reasonable offset for use and obsolescence.
- 15.3. **Exclusions.** Hart will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any Hardware or Software; (c) results from use of any Hart Hardware or Hart Proprietary Software in combination with any non-Hart product, except to the extent, if any, that such use in combination is restricted to the Verity system designed by Hart; (d) relates to Sublicensed Software or Third Party Hardware alone; or (e) arises from Customer-specified customization work undertaken by Hart or its designees in response to changes in Hart Proprietary Software or Sublicensed Software that are made in response to Customer specifications.
- 15.4. **EXCLUSIVE REMEDIES.** THIS SECTION 15 STATES THE ENTIRE LIABILITY OF HART AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

16. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 16.1. **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES APPLICABLE TO THE PRODUCT(S) AND/OR SERVICES SET FORTH IN SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NONINFRINGEMENT FOR ALL HARDWARE, SOFTWARE, AND SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CUSTOMER DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CUSTOMER DATA THE EXPRESS LIMITED WARRANTIES REFERENCED ABOVE EXTEND SOLELY TO CUSTOMER AND DO NOT INCLUDE ANY TYPE OF ROUTINE MAINTENANCE SERVICE OR PREVENTATIVE MAINTENANCE SERVICE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY.
- 16.2. **Limitations of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THE HARDWARE, SOFTWARE, SERVICES, OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, HART'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES

ARISING OUT OF OR RELATING TO THE HARDWARE, SOFTWARE, SERVICES, AND THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO HART UNDER THIS AGREEMENT UNDER THE ORDER FOR THE HARDWARE, SOFTWARE OR SERVICE GIVING RISE TO THE APPLICABLE CLAIM. HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CUSTOMER'S NEGLIGENCE OR INTENTIONAL ACTS OR, EXCEPT AS EXPRESSLY SET FORTH HEREIN, FOR ANY CLAIM AGAINST CUSTOMER OR ANYONE ELSE BY ANY THIRD PARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO CUSTOMER. THE PARTIES AGREE THAT THE LIABILITY AND WARRANTY LIMITATIONS SET FORTH IN THIS AGREEMENT ARE A REASONABLE ALLOCATION OF RISK AND LIABILITY CONSIDERING THE RESPECTIVE BENEFITS OBTAINED HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

16.3. **Third Party Products, Services and Referrals.** In addition to Third Party Products that may be ordered hereunder, Hart may direct Customer to third parties having products or services that may be of interest to Customer for use in conjunction with the Products or Services. Notwithstanding any Hart recommendation, referral, or introduction, Customer will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services. Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality.

17. DISPUTE RESOLUTION

17.1. **Disputes and Demands.** The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").

17.2. **Negotiation and Mediation.** After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed-upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**") or such other mediation process as is mutually acceptable to the parties.

17.3. **Injunctive Relief.** Notwithstanding the other provisions of this Section 17, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without complying with the negotiation and mediation provisions of this Section.

17.4. **Time Limit.** Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than two (2) years after the cause of action first accrued.

18. GENERAL PROVISIONS

18.1. **Entire Agreement.** This Agreement and the Schedules, Attachments, and Exhibits hereto (including Hart-provided quotations signed by Customer and accepted by Hart) are the entire agreement between the parties with respect to the subject matter contemplated herein, and supersede all prior negotiations and oral agreements with respect thereto. Hart makes no representations or warranties with respect to this Agreement or its Products or Services that are not included herein. The use of preprinted Customer forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement and any terms and conditions on a Customer purchase order, acknowledgment, or other Customer preprinted form, the terms and conditions of this Agreement will govern and the conflicting terms and conditions in the preprinted form will be void and of no effect. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

18.2. **Interpretation.** This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

18.3. **GOVERNING LAW.** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS, UNLESS CUSTOMER IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CUSTOMER IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.

18.4. **Severability.** Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.

- 18.5. **Force Majeure.** “Force Majeure” means a delay encountered by a party in the performance of its obligations under this Agreement that is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, “Force Majeure” will include, but is not restricted to, the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than, with respect to Customer’s performance, the Customer, and its governing entities); fires, floods, epidemics, or serious accidents; unusually severe weather conditions; failure of third parties to timely provide software, hardware, materials, or labor contemplated herein including by reason of strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay and the cause of the delay. If a Force Majeure or other such event occurs, the affected party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.
- 18.6. **Compliance with Laws.** Customer and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Products. Products provided under this Agreement may be subject to U.S. and other government export control regulations. Customer shall not export or re-export any Products.
- 18.7. **Assignment.** Hart may assign this Agreement or its interests herein any including the right to receive payments, without Customer’s consent. Customer will be notified in writing if Hart makes an assignment of this Agreement. Customer shall not assign this Agreement or any licenses granted hereunder without the express written consent of Hart, such consent not to be unreasonably withheld.
- 18.8. **Independent Contractors.** The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other’s behalf without the other’s prior written consent. Hart’s employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer’s employees, agents, and contractors will not be entitled to any privileges or benefits of Hart employment.
- 18.9. **Notices.** Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the signature page for the party to whom the notice is given, or on the fifth (5th) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the party’s address set forth on the signature page. Each party may change its address for notice by giving written notice of the change to the other party.
- 18.10. **Trademarks.** Verity Election Office™, Verity Voting™, Verity Scan™, Verity Touch™, Verity Controller™, Verity Access™, Verity vDrive™, Verity Touch Writer™, Verity Ballot™, Verity Layout™, Verity Build™, Verity Count™, Verity Relay™, Verity Key™, and Verity Central™, and such other Product names indicated as trademarked names of Hart are trademarks of Hart.
- 18.11. **Attorneys’ Fees.** In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees, in addition to any other relief to which that party may be entitled.
- 18.12. **Equitable Relief.** The parties agree that a material breach of the confidentiality provisions of this Agreement or restrictions set forth herein would cause irreparable injury to Hart for which monetary damages alone would not be an adequate remedy, and therefore Hart shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.
- 18.13. **Government Use.** The use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained herein. All other use is prohibited. Further, the Products were developed at Hart’s private expense and are commercial in nature. By using or receiving the Products, the Government user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

Exhibit A

Schedule A or Customer Signed Quote for Initial Order

Exhibit B

Hart Customer Support Contact Information and Hours

The following contact information is to be used by Customer for submitting Support requests to Hart InterCivic, Inc.:

Customer Support Center	1-866-275-4278 (1-866-ASK-HART)
Customer Support Center Fax	1-512-252-6925 or 1-800-831-1485
E-mail Address	hartsupport@hartic.com
Hart InterCivic, Inc. Switchboard	1-800-223-HART (4278)
Hours of Operation	7AM-6PM Central Time, M-F
After Hours	Leave Voicemail with contact information for return call

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Exhibit C

Definitions

“*Hart*” means Hart InterCivic, Inc., a Texas corporation.

“*Verity Access*™” means the audio tactile interface (ATI) controller created by Hart as an add-on component to a Verity Touch™ that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from adaptive switch mechanisms that facilitate interaction with disabled voters, as needed.

“*Verity Print*™” means the device created by Hart for purposes of on-demand ballot printing; this device creates a blank paper ballot from the poll worker’s selection of the voter’s ballot style or precinct on the Verity Print interface.

“*Verity Controller*™” is a polling place management console capable of interacting with one or more Verity Touch™ devices by transmitting and receiving signals that manage an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

“*Verity Scan*™” means the Verity Scan™ device created by Hart, consisting of an in-person digital ballot imaging device. The single-feed scanner transports and scans both sides of a ballot simultaneously, and it is securely attached to a ballot box that provides for secure ballot storage and transport.

“*Verity Election Office*” means Hart InterCivic’s software platform that can accommodate a variety of election administration applications and is designed for interoperability with Verity Voting Hardware and Software.

“*Verity Touch*™” means the Verity Touch™ electronic voting device created by Hart. Verity Touch devices consist of hardware including an electronically configurable voting station that permits a voter to cast votes by direct interaction, which voting station in its present configuration created by Hart comprises an electronically configurable touchscreen liquid crystal display (LCD) panel for use in displaying ballot images, and options for tactile input buttons that facilitate voter options for selecting ballot choices and casting a ballot.

“*Verity Touch Writer*™” means the device created by Hart for ballot-marking functions. Touch Writer creates a paper marked ballot from the voter’s selections on the electronic interface or the Verity Access ATI controller.

“*Verity Voting*” means Hart InterCivic’s family of voting system components designed to conform to federal voting system standards.

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Exhibit D

HART PROPRIETARY SOFTWARE AND SUBLICENSED SOFTWARE

Hart Proprietary Software Licensed to Customer via annual subscription may include the following. Actual software and firmware licensed is indicated in the quote or response associated with this Agreement:

SOFTWARE/FIRMWARE NAME	VERSION NUMBER
Verity Election Management	2.7.1
Verity User Management	2.7.1
Verity Desktop	2.7.1
Verity Count	2.7.1
Verity Scan	2.7.6
Verity Controller	2.7.2
Verity Touch Writer Duo	2.7.1

Licensed Location is the jurisdiction named on the signature page of this Agreement. Any future releases or updates to the software versions listed above will be documented in Hart Release Notes and Version Verification documents. Such releases and updates shall be considered Hart Proprietary Software licensed under this Agreement.

Software Sublicensed to Customer via annual subscription:

None

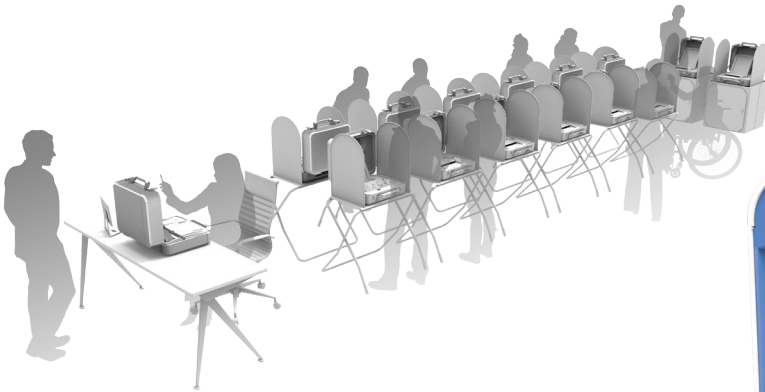
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Verity® Controller

Centralized Polling Place Management

Centralize + Manage



Hybrid

One Controller for up to 12 devices



Patented, network-based polling place management made easier and more powerful.

With an easy-to-read, real-time dashboard, poll workers are able to efficiently manage the polling location, streamlining the flow of voter traffic, without compromising voter privacy.

Verity Controller also load-balances equipment allowing vote capture devices to move where you need them all while maintaining data, and, records of the terminal movement – ensuring full transparency.

Devices can be added or removed from the daisy chain without rebooting or interrupting other ongoing voting sessions.



Powerful Polling Place Management

Designed for High Traffic Polling Places

Verity Controller provides centralized management of up to 12 Verity Duo devices in Hart’s unique daisy-chain configuration.

Easy Poll Worker Management From One Device

Effortlessly open and close polls on all terminals from a single console. Easily monitor the status of each voting booth.

Flex and Adapt

Verity allows for load-balancing of equipment – if traffic is heavy at one polling location, elections staff can shift devices from a less-busy polling site to keep lines short at a high-traffic one.

Faster Election Results

Election Night tasks are completed earlier, so results are ready in a hurry.

Hot-Swap Without Downtime

Verity devices can be added to or removed from the daisy chain without rebooting Verity Controller or interrupting other ongoing voting sessions. Every action is captured in Controller audit logs.

Eliminate Human Error In The Warehouse

Since the election only needs to be loaded on the Controller, and not each individual voting terminal, warehouse staff are managing 1 device, not 12.

Real-Time Help, Fewer Confused Voters

Verity Controller’s easy-to-read dashboard displays the status of each voting device from one central console so poll workers know what is happening at each voting terminal and can assist promptly.

Prompt Voter Help And Smooth Traffic Flow

Each icon on the Verity Controller dashboard is mapped to a specific device and displays a color-coded, easy-to-understand status.



Starting
The voting device is starting up.



Ready
Voting device is ready for a new voter.



In Use
A voting session is underway at the voting device.



Help needed
The voter at this device has requested assistance.



Printing
Voting device is in the process of printing a vote record.



Printed
A voter has printed their vote record.



Paper Not Removed
The printed vote record has been left in the voting device.

Election Integrity starts with Hart. Only Hart provides the secure and certified, end-to-end voting solutions you expect plus the tools, services and support you need before, during and after election day. You can have confidence in us so your voters can have confidence in you.



Contact us for more information.

800.223.4278 | sales@hartic.com | hartintercivic.com



Verity® Duo

Touchscreen Ballot Marking with a Verifiable Paper Trail

Mark + Print + Verify



Universal Ballot Marking Device (BMD) — Verity Duo is a universal ballot marking device which means, it can be used by all voters including voters with disabilities when equipped with the accessible module. The full-size printed vote record is the same for everyone, and provides voters and election officials the reassurance that all votes are easily accounted for and 100% verifiable.

Every feature has been thoughtfully integrated based on ongoing research with jurisdictions across the USA. It is a great solution for jurisdictions, no matter the size. Poll workers activate the ballots from one controller location and the process is secure, easy to use, and voter-verifiable.



Better Ballots

The Verity Duo ballot marking device (BMD) creates a paper record that tabulates votes from human verifiable information, not a black box barcode. The Duo ballot is the only ballot with a word-for-word validation of voter choices; by contest, name of the candidate, and party. A bilingual ballot summary is also available if the voter selects a ballot language other than English.



100% Voter Verifiable Paper Trail

Using Verity Duo's touchscreen, voters mark their ballot and print it to personally verify their choices. Then voters feed the ballot record directly into Verity Scan providing redundancy between the electronic and paper ballots.



Compact

Easy to store, transport, and set up. Secure and compact, Verity devices can be easily transported in standard vehicles.



Cost-Effective

Fewer consumables. No toner. No ink cartridges. Vote records print on archival quality thermal paper for easy upkeep.



Verity is Designed for Everyone

Verity technology is equipped with a full suite of accessibility features to ensure every voter can vote privately and independently.



Up to 12 Verity Duos can be connected to one Verity Controller, plus, any Duo can become an ADA device with the addition of an accessible module.

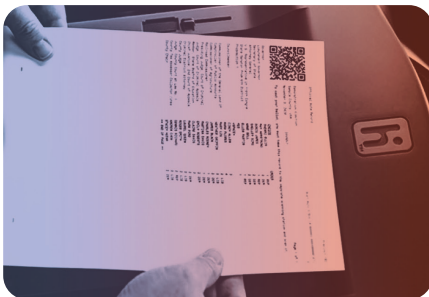
Election Integrity starts with Hart. Only Hart provides the secure and certified, end-to-end voting solutions you expect plus the tools, services and support you need before, during and after election day. You can have confidence in us so your voters can have confidence in you.



Verity® Duo Go

Ballot Marking On The Go

Mark + Print + Verify



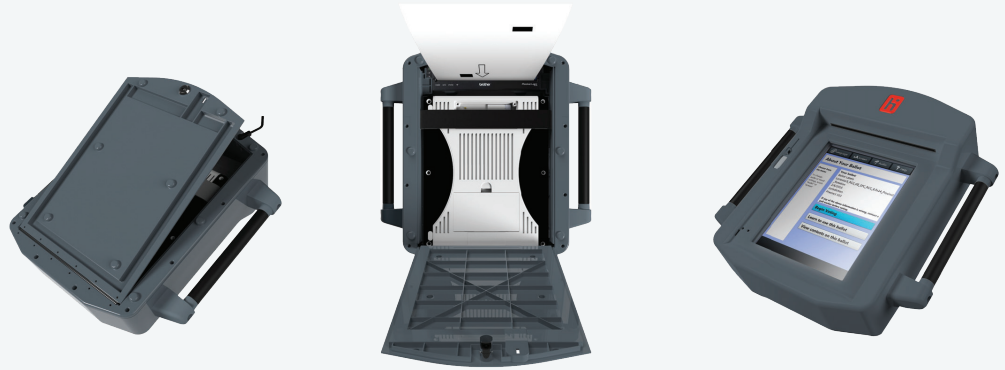
Everywhere for Everyone – Duo Go is the first and only portable, purpose-built voting device that guarantees every voter a paper vote record, even in their vehicle.

Absolute Transparency – Voters verify a printed, full-size, human-readable ballot summary before casting. Verity never encodes voter selections in a barcode for tabulation.

Designed for Easy Use – Duo Go fits through the car window and rests comfortably on a voter's lap.

Easy To Manage.

Verity Duo Go provides clear onscreen instructions to help poll workers prepare a vote session for an anywhere voter.



1. Unlock carrier
2. Insert tablet and paper
3. Go is ready

Voter Tested

Voter-tested and vetted by diverse community groups. Verity Duo Go gives voters unprecedented ease of use in a true “everywhere for everyone” voting solution.

Vote Anywhere

We purposely designed Duo Go so that wherever your voters are – curbside, in a senior living facility, or another location inside or outside the polling place – you can serve them.

Verifiable Paper Trail

Wherever voters are, Duo Go delivers Verity’s trusted ballot marking experience with a 100% voter verifiable paper record.



No voter choices in barcodes



Bilingual ballot summary



Full-size ballot for a better voter experience



100% Voter verifiable

Election Integrity starts with Hart. Only Hart provides the secure and certified, end-to-end voting solutions you expect plus the tools, services and support you need before, during and after election day. You can have confidence in us so your voters can have confidence in you.



Verity® Scan

Secure Vote Capture

Scan + Cast



Verity Scan – Digital scanning solution for paper ballots marked by machine or by hand securely records every ballot and provides triple redundancy. Voters have an easy voting experience. They can vote standing up or seated, and lines move quickly due to the clear scanning instructions with patented guide lights that prevent ballot jams.



Save TIME

Speedy, simple scanning process for voters



Save MONEY

Easy setup and teardown via plain-language, step-by-step on screen prompts means fewer worker hours.



Save PAPER

Fewer jams means fewer reprints and increased savings.

Secure, Redundant Ballots

Digitally signed votes are protected with a standard triple redundancy and a quadruple redundancy option. Out of the box, Verity Scan stores cast vote records on the removable media device, on the scan unit itself, and the printed paper vote record.

Accurate

High-quality ballot images ensures reliable audits of voter intent and enables fast recounts.

Prevent Mistakes

Intelligent scanning restricts provisional ballots from being cast. Ballots can include a unique identifier to ensure that no ballot can be scanned more than once.

Jam-Free Ballot Feeding

Easy scanning for voters and less work for poll workers.



Emergency ballot collection



Emergency ballot access

Prevent Incorrect Tabulation



Intelligent scanning restricts provisional ballots from being cast. This ensures correct vote totals and results reporting.



Ballot box collapses for easier transportation and logistics

Election Integrity starts with Hart. Only Hart provides the secure and certified, end-to-end voting solutions you expect plus the tools, services and support you need before, during and after election day. You can have confidence in us so your voters can have confidence in you.

The State of Texas



Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.texas.gov

Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

Jane Nelson
Secretary of State

REPORT OF REVIEW OF HART INTERCIVIC VERITY VOTING 2.7 SYSTEM

PRELIMINARY STATEMENT

On March 1-2, 2023, and July 6, 2023, Hart InterCivic Inc. (“Hart” or the “Vendor”) presented the Verity Voting 2.7 system for examination and certification. The examination was conducted in Austin, Texas at the Office of the Texas Secretary of State (the “Office”). Pursuant to Sections 122.035(a) and (b) of the Texas Election Code, the Secretary of State appointed the following examiners:

1. Mr. Tom Watson, an expert in electronic data communication systems;
2. Mr. Brian Mechler, an expert in electronic data communication systems;
3. Mr. Brandon Hurley, an expert in election law and procedure; and
4. Mr. Charles Pinney, an expert in election law and procedure.

Pursuant to Section 122.035(a), the Texas Attorney General appointed the following examiners:

1. Mr. Robert Thomson, an expert in electronic data communication systems; and
2. Mr. Austin Kinghorn, an employee of the Texas Attorney General.

On March 1, 2023, Mr. Mechler, Mr. Pinney, and Mr. Thomson witnessed the extraction of the trusted build and the installation of the Verity 2.7 software and firmware that the Office received directly from the Independent Testing Authority. The examiners, assisted by Office staff, compared the generated hashes from each device to the trusted hashes that the U.S. Election Assistance Commission (“EAC”) provided to the Office. The hash validation was successful. Mr. Pinney, assisted by Office staff, conducted the examination of the accessibility components of the Verity Touch Writer Duo, Verity Touch Writer Duo Standalone, and Verity Touch Writer with Access devices.

On March 2, 2023, the Vendor demonstrated the system and answered questions presented by the examiners. After the vendor presentation, the examiners conducted a test election and tested other components of the system. The results of the test election were accumulated and verified for accuracy by Office staff.

On July 6, 2023, the examiners examined the Verity Transmit and Verity Transmit Receiving Station components of the system. The examiners conducted a test election using those components to verify the accuracy and security of the transmission process. The results of the test election were accumulated and verified for accuracy by Office staff.

Examiner reports regarding the Verity Voting 2.7 system are attached hereto and incorporated herein by this reference.

On August 3, 2023, pursuant to Section 122.0371 of the Texas Election Code, the Office held a public hearing for interested persons to express views for or against the certification of the Verity Voting 2.7 system.

BRIEF DESCRIPTION OF VERITY VOTING 2.7

The Verity Voting 2.7 system is an updated version of the Verity Voting 2.5 system, which the Office certified in April 2021 for use in Texas elections.

Verity Voting 2.7 includes software enhancements to the existing election management system and updates to other previously certified hardware components, including the Verity Touch Writer Duo, Verity Touch Writer Duo Standalone, and Verity Touch Writer with Access ballot marking devices, the Verity Scan precinct scanner, and the Verity Central central scanner. Verity Voting 2.7 also includes an additional software component (Verity Transmit) and an additional hardware component (Verity Transmit Receiving Station).

Verity Voting 2.7 has been evaluated at an accredited independent voting system laboratory for conformance to the 2005 Voluntary Voting System Guidelines (VVSG). Verity Voting 2.7 was certified by the EAC on June 7, 2022.

The components of Verity Voting 2.7 are as follows:

Component	Version	Description
Verity Data	2.7.1	Election management software
Verity Build	2.7.1	Election management software
Verity Count	2.7.1	Election management software
Verity Central	2.7.1	Central scanner
Verity User Management	2.7.1	Election management software
Verity Election Management	2.7.1	Election management software
Verity Desktop	2.7.1	Election management software
Verity Scan	2.7.1	Precinct scanner
Verity Touch Writer with Access	2.7.1	Ballot marking device
Verity Controller	2.7.1	Voting machine ballot activation device
Verity Touch Writer Duo	2.7.1	Ballot marking device

Verity Touch Writer Duo Standalone	2.7.1	Ballot marking device
Verity Transmit	2.7.1	Election management software
Verity Transmit Receiving Station	2.7.4 ¹	Election management software

FINDINGS

The following are the findings, based on written evidence submitted by the Vendor in support of its application for certification, oral evidence presented at the examination, and the written reports of the voting system examiners (all of whom recommended certifying the Verity Voting 2.7 system for use in Texas elections, subject to the condition outlined below).

The Verity Voting 2.7 system, including its hardware and software components, meets the standards for certification as prescribed by Section 122.001 of the Texas Election Code. Specifically, the Verity Voting 2.7 system and its components, among other things:

1. Preserve the secrecy of the ballot;
2. Are suitable for the purpose for which they are intended;
3. Operate safely, efficiently, and accurately and comply with the voting system standards adopted by the Election Assistance Commission;
4. Are safe from fraudulent or unauthorized manipulation;
5. Permit voting on all offices and measures to be voted on at the election;
6. Prevent counting votes on offices and measures on which the voter is not entitled to vote;
7. Prevent counting votes by the same voter for more than one candidate for the same office or, in elections in which a voter is entitled to vote for more than one candidate for the same office, prevent counting votes for more than the number of candidates for whom the voter is entitled to vote;
8. Prevent counting a vote on the same office or measure more than once;
9. Permit write-in voting; and
10. Are capable of providing records from which the operation of the voting system may be audited.

CONDITIONS

The Secretary of State imposes the following condition on the certification of the Verity Voting 2.7 system:

1. The Verity Transmit module must be used in accordance with the procedures prescribed by the Secretary of State under Section 127.1231(b) of the Texas Election Code for the

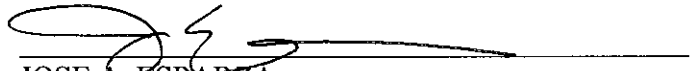
¹ In the course of the examination of the Verity Voting 2.7 system, the examiners also reviewed Engineering Change Order (“ECO”) 1605, which was a minor modification to the Verity Transmit module. That modification updated the version number of the Verity Transmit Receiving Station component from 2.7.1 to 2.7.4. The modification designated as ECO 1605 is hereby approved as part of this certification order.

module to be considered within the scope of the certification of the Verity Voting 2.7 system.

CONCLUSION

Accordingly, based upon the foregoing, I hereby certify Hart InterCivic's Verity Voting 2.7 system for use in Texas elections, subject to the above condition.

Signed under my hand and seal of office, this 24th day of August, 2023.



JOSE A. ESPARZA
DEPUTY SECRETARY OF STATE

The State of Texas



Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
TTY: 7-1-1
(800) 252-VOTE (8683)

Jane Nelson
Secretary of State

August 27, 2024

Lee Woodward
City Secretary
604 W. Fairmont Pkwy
La Porte, TX 77571

Ms. Woodward,

We are in receipt of a copy of the proposed contract between the City of La Porte and Hart InterCivic ("Hart") which you have submitted to the Secretary of State pursuant to Section 123.035 of the Texas Election Code.

The contract indicates the city plans to acquire the Hart Verity voting system which includes Verity Scan 2.7.6, Verity Election Management 2.7.1, Verity Controller 2.7.2, Verity Touch Writer Duo 2.7.1, Verity Count 2.7.1, Verity Desktop 2.7.1, and Verity User Management 2.7.1. This letter will serve as confirmation from our office that this system is currently certified for use in Texas. Enclosed is a copy of the certification order that pertains to this system. We therefore officially approve the submitted contract for the purchase of these system.

Pursuant to state law, this written approval of your voting system contract is required prior to your final execution of the contract, or it will be considered void.

If you need additional information, please contact the Elections Division toll-free at 1-800-252-2216.

Sincerely,

A handwritten signature in cursive script that reads "Christina W. Adkins".

Christina Worrell Adkins
Director of Elections

CA:LG



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>September 9, 2024</u>
Requested By: <u>Lee Woodward, City Secretary</u>
Department: <u>City Secretary's Office</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>CIP AD0009</u>
Account Number:	<u>CIP AD0009</u> Approx. \$38,000 remains from equip.
Amount Budgeted:	<u>CIP</u>
Amount Requested:	<u>\$ 19,700</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Example images; Civera quotes, sample contract, and sole source letter are attached

SUMMARY & RECOMMENDATION

Background - Earlier in the summer, the City Secretary's Office came upon products from Civera that may be of interest in the furtherance of election access and transparency and progressive governance.

The new election equipment, assuming its purchase is approved earlier in this evening's agenda, will produce images of the voted ballots (not tied to voter name or other indicator). 2023 action by the Texas Legislature now requires that such images, if maintained, must be available for public inspection on the first day after the date of the final canvass of an election is completed. These products are not required by state law but are an option in making such images available publicly and providing additional election result data options.

After the purchase of new election equipment, an expected \$37,957.40 would remain in that CIP project fund.

ElectionStats Database, Exhibit A and top portion of Exhibits B and C – Sets up a visual representation of the results of each election. The 'Perfect Fit' design makes it appear as though it was built with the website.

Civera normally charges \$200/year for setup of past elections. The City has 56 years of elections from 1969-2024 and Civera has agreed to a reduced setup rate of \$75/year for those.

For 2025 and beyond, the \$6,000 annual fee includes unlimited elections and their data, full administrative access, and new software releases and feature requests, and 99.9% uptime on the secured cloud hosting.

Ballot Verifier, Exhibits B, C, and D – Displays voted ballots online along with the cast voting records. If interested, a viewer could do their own recount of the votes on a race or measure and compare them to posted totals.

Ballot Redactor – Redacts any handwritten marks on the ballot images. There are some voters who find writing on their ballots to be amusing or a way to determine if their ballot was retained and counted. Many times, a voter may write their name or their social security number, which would not be released in a public information request.

Although this is inappropriate behavior, it is not illegal and does not invalidate a ballot if the voter’s intention can still be determined. In the City of La Porte, this marking is only currently possible for mail voters. With the new equipment, every voter will have a piece of paper from the time they are checked in until they deposit the marked paper in the ballot scanner, increasing the possibility of stray marks.

Online examples of these products in use - Civera confirms that no other Texas cities have this technology currently. Hartford, Connecticut, (<https://electionresults.hartfordct.gov/eng/>) and Somerville, Maine (<https://electionarchive.somervillema.gov/eng/>), are examples of other cities using Civera. Tarrant (<https://ballotverifier.tarrantcountytexas.gov/>), Bexar, Jim Wells, and Denton Counties in Texas are using the products. Ada County, Idaho, is another county example (<https://ballotverifier.adacounty.id.gov/>).

	Setup	First year	Annual thereafter (no annual elevator)
ElectionStats Database – graphs election results	\$4200	\$4200 + \$6000	\$6000
Ballot Verifier – displays voted ballots online	N/A	\$6500	\$6500
Ballot Redactor – redacts any handwritten marks	N/A	\$3000	\$3000
		\$19,700	\$15,500

STRATEGIC PLAN STRATEGY AND GOAL

An accurate and secure election process and the communication and trust surrounding it is integral to a strong community and supports each of the following adopted Guiding Principles of the City Council.

These tools are a progressive way to provide additional transparency and support the following areas of the Council’s adopted Strategic Plan:

Key Focus Area 1.00 – Governance

Guiding Principle - The City of La Porte is governed in a transparent, efficient, accountable and responsive manner on behalf of its citizens that actively promotes citizen involvement.

Strategy 1.2 – Improve voter turnout and transparency.

Goal - 1.2.1 Establish a robust voter turnout program.

Action Step – 1.2.1.5. - Override the bad media regarding voting

Key Focus Area - 2.0 Communication

Guiding Principle - The City of La Porte will build relationships and showcase our community through communication, technology, training, and branding.

Strategy - 2.2 - Establish a more robust program to get the facts to the public.

Key Focus Area - 5.0 Organizational Excellence

Guiding Principle - The City of La Porte will operate in a transparent, efficient, accountable and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.

ACTION REQUIRED BY CITY COUNCIL

Consider the purchase of ElectionStats, Ballot Verifier, and/or Ballot Redactor from Civera.

EXHIBIT A - Website page in 'perfect fit'

Tarrant County (Fort Worth area) <https://ballotverifier.tarrantcountytexas.gov/> shown here

The screenshot shows the top of the website with the Tarrant County, TX Ballot Verifier logo. A navigation bar includes links for ELECTIONS, Current Election Information, Register to Vote, Military and Overseas Voting, Voting by Mail, Past Election Information, FAQ, and Poll Workers. A search bar is located on the right. The main content area features a large white card with the heading "Ballot Verifier" and "Verify every ballot in past Tarrant County Elections." Below this is a description of the service and a dropdown menu for selecting an election. The dropdown is open, showing "2024" and "2024 Mar 05 - Primary Election" with a "Close" button. A yellow callout box says "Start here by selecting an election to see results." Below the card are two columns of text: "About the Ballot Verifier" and "Elections Administration Frequently Asked Questions". The footer contains the text "Copyright 2024 | Website is managed by CIVERA".

EXHIBIT B – ElectionStats (top) and BallotVerifier (bottom)

Tarrant County (Fort Worth area) <https://ballotverifier.tarrantcountytx.gov/> shown here

The screenshot displays the Tarrant County Ballot Verifier website interface. At the top, the logo for Tarrant County, TX Ballot Verifier is visible, along with navigation links for Voting, Voting by Mail, Past Election Information, FAQ, and Poll Workers. The main content area is titled "Search Past Elections" and shows 116 contests and ballot measures. The results are presented in a grid of six charts, each representing a different election contest. Each chart includes a title, the election date, the office or measure, and a bar chart showing the number of votes for each candidate or measure. The contests shown are:

- 2024 Mar 5 - Republican Primary: President of the United States (State of Texas). Candidates: Trump (196,642), Haley (24,294), Deshaies (2,224), Uncommitted (1,667), + 5 Others (1,663). Total Ballots: 142,966.
- 2024 Mar 5 - Democratic Primary: President of the United States (State of Texas). Candidates: Biden (27,383), Williamson (3,250), Phillips (1,200), Uyler (820), + 4 Others (3,092). Total Ballots: 64,095.
- 2024 Mar 5 - Republican Primary: United States Senator (State of Texas). Candidates: Cruz (189,845), Lopez (10,704), Gibson (3,226). Total Ballots: 142,966.
- 2024 Mar 5 - Democratic Primary: United States Senator (State of Texas). Candidates: Alred (23,068), Gutierrez (2,416), Gomez (1,238), Sherman (1,200), + 5 Others (1,200). Total Ballots: 68,082.
- 2024 Mar 5 - Republican Primary: U. S. House (Congressional District 6). Candidates: Elbey (3,688), Wiley (1,142), Buford (1,138). Total Ballots: 6,442.
- 2024 Mar 5 - Democratic Primary: U. S. House (Congressional District 6). Candidate: Lova (3,833). Total Ballots: 4,204.

Below the search results, there is a "Download Data" section with options to download search results in CSV format and ballot & cast vote records in S&S (S&S) format. At the bottom, a summary states "217,155 Cast Vote Records in your search" and provides a filter option. A grid of 24 small thumbnail images shows individual ballot records, each with a unique ID number. A pagination bar at the bottom indicates 3,049 records are shown.

EXHIBIT C – By race - ElectionStats and BallotVerifier

Tarrant County (Fort Worth area) <https://ballotverifier.tarrantcountytx.gov/> shown here



Ballot Verifier > Search > 2024 Primary Election - Railroad Commissioner - State of Texas

2024 Mar 5 • Republican Primary Election Railroad Commissioner • State of Texas

Candidates


- CC** Christi Craddick
Republican
- JM** James 'Jim' Matlock
Republican
- CC** Christie Clark
Republican
- CH** Corey Howell
Republican
- PR** Petra Reyes
Republican

Official Sources


-  2024-03-05_cumulative_rep.pdf
Page 3
296 KB
-  2024-03-05_precinct_rep.pdf
Page 2
53.5 MB

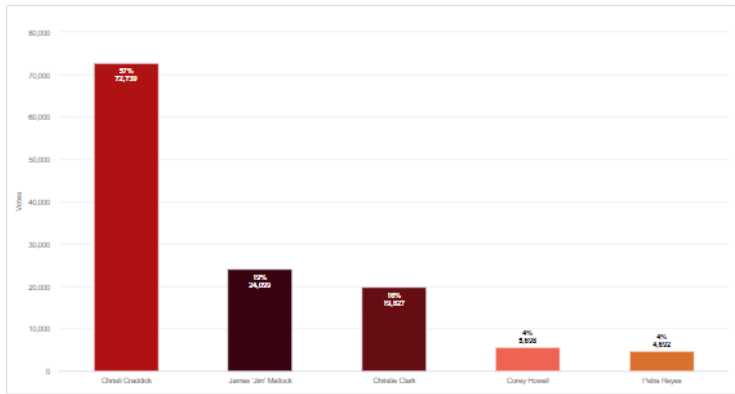
Download Data

Download the data from this contest

 Results CSV

Layout: Table List

 Ballots & Cast Vote Records



Header	Christi Craddick	James 'Jim' Matlock	Christie Clark	Corey Howell	Petra Reyes	Total Votes Cast for Choice	Undervotes	Overvotes	Total Ballots Cast	Unauthorized Write-ins
Totals	74,729	24,699	19,827	3,628	4,922	127,855	18,829	2	146,686	28
1001	124	43	24	6	13	210	37	0	247	0
1004	149	55	33	10	7	254	29	0	283	0
1005	0	1	4	2	0	7	0	0	7	0
1008	2	1	0	0	2	5	2	0	7	0
1009	151	41	32	3	3	230	30	0	260	0
1010	0	2	2	1	0	5	1	0	10	0

SHOW FULL RESULTS

145,886 Cast Vote Records in this contest

FILTER BY...

Grid of 24 ballot images showing various ballot IDs and QR codes. Each image contains a unique ballot ID and a QR code for verification.

EXHIBIT D – By race/by measure - BallotVerifier

Tarrant County (Fort Worth area) <https://ballotverifier.tarrantcountytexas.gov/> shown here

Ballot Details

BAF404AF-B19C-4D5B-9707-424E2803A325

CVR Report

Primary Election
Run Time: 10:04 AM
Run Date: 03/05/2024

Tarrant County

Primary Election
3/5/2024
Page 98303 of 98302

Unofficial results

Ballot Cast: 213981

PRECINCT: 4500
Party: Republican Party Ballot
Polling Place: R City of Arlington South Service Ctr
Voting Type: Election Day Voting
Central Batch Id:

UNIQUE TYPE: Scan
Device Serial: S1902559008
Device Data Id: 1A40-BE0D-102-40C6NR
Cvr Id: BAF404AF-B19C-4D5B-9707-424E2803A325

Contest Title	Option
President	Donald J. Trump
United States Senator	Ted Cruz
United States Representative, District 25	Matthew Lucitt
Railroad Commissioner	Corey Howell
Justice, Supreme Court, Place 2	Jimmy Blacklock
Justice, Supreme Court, Place 4	Brian Walker
Justice, Supreme Court, Place 6	Jane Bland
Presiding Judge, Court of Criminal Appeals	David J. Schenck
Judge, Court of Criminal Appeals, Place 7	Gina Parker
Judge, Court of Criminal Appeals, Place 8	Lee Finley
Member, State Board of Education, District 11	Brandon Hall
State Senator, District 10	Phil King
State Representative, District 96	David Cook
Chief Justice, 2nd Court of Appeals District	Bonnie Suddeth
Justice, 2nd Court of Appeals District, Place 4	Wade Birdwell
Justice, 2nd Court of Appeals District, Place 5	Dabney Bassel
Justice, 2nd Court of Appeals District, Place 6	Mike Wallach
District Judge, 17th Judicial District	Melody Wilkinson
District Judge, 48th Judicial District	Christopher Taylor
District Judge, 67th Judicial District	Don Cosby
District Judge, 96th Judicial District	Pat Gallagher
District Judge, 153rd Judicial District	Susan McCoy
District Judge, 213th Judicial District	Chris Wolfe
District Judge, 342nd Judicial District	Kimberly Fitzpatrick
District Judge, 348th Judicial District	Megan Fahay
District Judge, 352nd Judicial District	Josh Burgess
District Judge, 396th Judicial District	George Gallagher
Criminal District Judge, Court 2	William Knight
Criminal District Judge, Court 3 (Unexpired Term)	Douglas Allen
Family District Judge, 360th Judicial District	Patricia Baca Bennett

CVR Report

Primary Election
Run Time: 10:04 AM
Run Date: 03/05/2024

Tarrant County

Primary Election
3/5/2024
Page 98302 of 98302

Unofficial results

Ballot Cast: 213981

Use [Left Arrow] or [Right Arrow] to navigate between ballots.

Ballot Details

3C9E4BF6-5FBF-493A-B74D-FAFB8F6F8FC

Don't see the contest you're looking for? Try checking Side 2.

CVR Report

Primary Election
Run Time: 10:04 AM
Run Date: 03/05/2024

Tarrant County

Primary Election
3/5/2024
Page 98347 of 98302

Unofficial results

Ballot Cast: 213981

PRECINCT: 4549
Party: Republican Party Ballot
Polling Place: R City of Arlington South Service Ctr
Voting Type: Absentee Voting
Central Batch Id: 57

UNIQUE TYPE: Central
Device Serial: D1800212005
Device Data Id: 0CB8(MH0W4Z4K(GUP))
Cvr Id: 3C9E4BF6-5FBF-493A-B74D-FAFB8F6F8FC

Contest Title	Option
President	Donald J. Trump
United States Senator	Ted Cruz
United States Representative, District 12	Craig Goldman
Railroad Commissioner	Christi Craddock
Justice, Supreme Court, Place 2	Jimmy Blacklock
Justice, Supreme Court, Place 4	John Devine
Justice, Supreme Court, Place 6	Jane Bland
Presiding Judge, Court of Criminal Appeals	David J. Schenck
Judge, Court of Criminal Appeals, Place 7	Gina Parker
Judge, Court of Criminal Appeals, Place 8	Lee Finley
Member, State Board of Education, District 11	Pat Patricia Hardy
State Representative, District 99	Charlie Geren
Chief Justice, 2nd Court of Appeals District	Bonnie Suddeth
Justice, 2nd Court of Appeals District, Place 4	Wade Birdwell
Justice, 2nd Court of Appeals District, Place 5	Dabney Bassel
Justice, 2nd Court of Appeals District, Place 6	Mike Wallach
District Judge, 17th Judicial District	Melody Wilkinson
District Judge, 48th Judicial District	Christopher Taylor
District Judge, 67th Judicial District	Don Cosby
District Judge, 96th Judicial District	Pat Gallagher
District Judge, 153rd Judicial District	Susan McCoy
District Judge, 213th Judicial District	Chris Wolfe
District Judge, 342nd Judicial District	Kimberly Fitzpatrick
District Judge, 348th Judicial District	Megan Fahay
District Judge, 352nd Judicial District	Josh Burgess
District Judge, 396th Judicial District	George Gallagher
Criminal District Judge, Court 2	William Knight
Criminal District Judge, Court 3 (Unexpired Term)	Douglas Allen
Family District Judge, 360th Judicial District	Patricia Baca Bennett
Sherriff	Bill E. Weybourn

CVR Report

Primary Election
Run Time: 10:04 AM
Run Date: 03/05/2024

Tarrant County

Primary Election
3/5/2024
Page 98347 of 98302

Unofficial results

Ballot Cast: 213981

Use [Left Arrow] or [Right Arrow] to navigate between ballots and [P] to change ballot sides.

Official Ballot

Primary Election
March 5, 2024
Tarrant County
Election primaria
5 de Marzo, 2024
Condado de Tarrant
Page 1 of 3 / Pagina 1 de 3
Precinct 4549 / Precincto 4549

Please use a black or blue ink pen to mark your ballot. To vote for your choice in each contest, completely fill in the box next to your choice.

Favor de usar una pluma de tinta negra o azul para marcar su boleta. Para votar por su selección en cada carrera, llene el espacio cuadrado a la izquierda de su selección.

Republican Party Primary Election
Elección Primaria del Partido Republicano

"I am Republican and I understand that I am invited to vote or participate in another political party's primary election or convention during the voting year."

"Yo soy Republicano y comprendo soy invitado para votar o participar en la elección primaria o la convención de algún otro partido político durante este año electoral."

President
 Nikki Haley
 Chris Christie
 Donald J. Trump
 Donald Trumpberg
 Ann Hutchinson
 Ron DeSantis
 Ryan L. Binkley
 Vivek Ramaswamy
 Uncommitted

United States Senator
Senador de los Estados Unidos
 Ted Cruz
 R. L. Huddleston
 Roland "Redd" Gibson

United States Representative, District 12
Representante de los Estados Unidos, Distrito Num. 12
 Anna Hareley
 John C. O'Shea
 Sherrill Gardner
 Clint Davis
 Craig Goldman

Railroad Commissioner
Comisionado de Ferrocarriles
 Christie Clark
 Corey Howell
 James "Jax" Mallock
 Peter Reyes
 Christi Craddock

Judge, Court of Criminal Appeals, Place 7
Juz. Corte de Apelaciones Criminales, Lugar Núm. 7
 Chris Parker
 Brandon Hall

Judge, Court of Criminal Appeals, Place 8
Juz. Corte de Apelaciones Criminales, Lugar Núm. 8
 Michelle Staughter
 Lee Finley

Member, State Board of Education, District 11
Miembro de la Junta Estatal de Educación, Distrito Núm. 11
 Pat Patricia Hardy
 Brandon Hall

State Representative, District 99
Representante Estatal, Distrito Núm. 99
 Jack Reynolds
 Charlie Geren

Chief Justice, 2nd Court of Appeals District
Juz. del Distrito, 48 Distrito Judicial
 Bonnie Suddeth

Justice, 2nd Court of Appeals District, Place 4
Juz. Corte de Apelaciones del 2 Distrito, Lugar Núm. 4
 Wade Birdwell

Justice, 2nd Court of Appeals District, Place 5
Juz. Corte de Apelaciones del 2 Distrito, Lugar Núm. 5
 Dabney Bassel

Justice, 2nd Court of Appeals District, Place 6
Juz. Corte de Apelaciones del 2 Distrito, Lugar Núm. 6
 Mike Wallach

District Judge, 17th Judicial District
Juz. del Distrito, 17 Distrito Judicial
 Melody Wilkinson

District Judge, 48th Judicial District
Juz. del Distrito, 48 Distrito Judicial
 Christopher Taylor

District Judge, 67th Judicial District
Juz. del Distrito, 67 Distrito Judicial
 Don Cosby

District Judge, 96th Judicial District
Juz. del Distrito, 96 Distrito Judicial
 Pat Gallagher

District Judge, 153rd Judicial District
Juz. del Distrito, 153 Distrito Judicial
 Susan McCoy

District Judge, 213th Judicial District
Juz. del Distrito, 213 Distrito Judicial
 Chris Wolfe

District Judge, 342nd Judicial District
Juz. del Distrito, 342 Distrito Judicial
 Kimberly Fitzpatrick



ElectionStats

by Civera

649 Massachusetts Ave, Suite 10, Cambridge, MA 02139
sales@electionstats.com // 617-784-8993

INVOICE

Prepared For

Lee Woodard, City Secretary
City of LaPorte, TX
604 W Fairmont Parkway
La Porte, TX 77571
WoodwardL@laportetx.gov | 281-470-5021

Invoice Number: 1623

Date: 09.03.2024

Name	Quantity	Price	Frequency	Total
ElectionStats Database	1	INCLUDED	one-time	INCLUDED
Design: "Perfect Fit" Agency Branding				
Election Results Starting Inventory: <i>machine readable files: 1969 - 2024</i>	56	75.00	one-time	4,200.00
Data Proofreading & Verification <i>includes source document linking</i>				
Annual Support & Maintenance		6,000.00	annually	6,000.00
Support is all-inclusive and covers: - unlimited future elections/data - "done for you" auto updates & verification - self-service training & support - new software releases & feature requests - full admin access - secure cloud hosting (99.9% uptime)				

Terms & Conditions

This estimate is valid for thirty (30) days.

Annual support payment is due upon contract execution and on each subsequent anniversary of contract execution.

* For future elections, customer is responsible for providing data files in an importable format. See: <https://electionstats.com/getting-us-data-from-your-ems>

Agreements/payments should be made out to **Civera LLC**.

TOTAL (includes first-year support)

Option 1	ElectionStats (1969-2024)	\$10,200.00
Annual (Year 2+):		\$6,000.00



by Civera

649 Massachusetts Ave, Suite 10, Cambridge, MA 02139
 sales@electionstats.com // 617-784-8993

INVOICE

Prepared For

Lee Woodard, City Secretary
City of LaPorte, TX
 604 W Fairmont Parkway
 La Porte, TX 77571
 WoodwardL@laportetx.gov | 281-470-5021

Invoice Number: 2155

Date: 09.03.2024

Name	Quantity	Price	Frequency	Total
Ballot Verifier Application				INCLUDED
Comprehensive integration, navigation, filtering, and download of all cast ballot images, cast vote records, with vote-cell privacy masking and hash validation security.				
Ballot & CVR Inventory: <i>2024-Forward</i>	1	INCLUDED	one-time	INCLUDED
Ballot Verifier Annual Support & Maintenance			annual	\$6,500
Support is all-inclusive and covers: - unlimited future elections/data - "done for you" auto updates & verification - 24/7 helpdesk, training, liase with counties - new software releases & feature requests - SOC 2 secure cloud hosting (99.9% uptime)				
Ballot Redactor Application			annual	\$3,000
Handwriting Detection + Cartesian Polygon				

Terms & Conditions

This estimate is valid for thirty (30) days.

If applicable, annual support payment is due upon contract execution and on each subsequent anniversary of contract execution.

For future elections, customer is responsible for providing data files in an importable format. See: <https://electionstats.com/getting-us-data-from-your-ems>

Agreements/payments should be made out to **Civera LLC**.

TOTAL (includes first-year support)

Option 1	Ballot Verifier & Ballot Redactor	\$9,500
Annual (Year 2+):		\$9,500

ElectionStats

Terms and Conditions

By executing a Purchase Order, or by sending payment, for any of the above Service Options or for the Annual Support/License on the attached quote or invoice, Customer is entering into (1) a contract for software services and (2) a software license agreement with Civera LLC ("Vendor"), detailed below. Upon the date that Vendor receives Customer's payment ("Effective Date"), the aforementioned agreements shall be executed.

Contract for Software Services

Scope of Work

Vendor agrees to create a new ElectionStats or Ballot Verifier search portal for Customer ("Software"), which includes the migration and quality assurance of Customer's election results and voting statistics data from publicly available source files and webpages according to the Service Option selected by Customer in the Invoice above ("Data"). Software functional specifications shall be comparable to those demonstrated in current launched ElectionStats search portals, such as <https://results.elections.ny.gov> ("Reference Site"), or Ballot Verifier search portals, such as <https://ballotverifier.adacounty.id.gov> ("Reference Site") -- as of the Effective Date. Reference Site is applicable according to the specific product(s) Customer has selected – ElectionStats and/or Ballot Verifier.

Acceptance

The Software shall be deemed accepted by Customer 30 days after the Delivery Date unless Customer provides notice of defect to Vendor within 30 days. Upon receiving said notice and deemed reasonably valid by Vendor, Vendor shall correct the defect and resubmit the Software for acceptance by Customer. If, in the reasonable judgment of Vendor, the defect is not valid, Vendor shall submit to Customer a written explanation of the reasons why such asserted defect is not valid. A defect shall never be construed to mean an additional functional component that is not present in the applicable Reference Site.

Service Level Agreement

1. "Critical issues" are defined as: website problems which render expected content inaccessible to users due to software component failure (including but not limited to: dead HTML form submit button, uncaught runtime exception, database connectivity failure, web application outage).
2. "Non-critical" issues are defined as: website problems which do not seriously impact users' accessibility of expected content, and are typically cosmetic in nature (including but not limited to: wrong positioning of rendered DOM element, dead optional HTML form field, CSS or image load failure).

Response & Resolution Time Guarantees

1. Vendor shall respond to and resolve critical website issues in 4 and 8 business hours, respectively.
2. Vendor shall respond to and resolve non-critical issues in 7 and 10 business days, respectively.

Non-Disclosure of Privileged Data

In the event that Customer provides Vendor with materials which are exempt from applicable public records laws, including but not limited to: unredacted ballot images which contain personally identifiable information, and non-public voter registration information (“Privileged Data”), Vendor guarantees that such data shall remain strictly confidential, and Vendor shall not share such data with any outside party. As an additional security measure, insofar as Privileged Data is not necessary for the Software to function according to the needs determined solely by Customer, Vendor shall promptly destroy any copy of Privileged Data in Vendor’s possession.

Payment for Services

For hosting and support to continue, payment for full Annual Support/License is due on each subsequent anniversary of contract execution. Customer has the option of pre-paying for the full first-year amount including project costs. Upon delivery of the project, all invoiced project costs are due. Customer and Civera agree to a one-year term duration which auto-renews upon the anniversary of the Effective Date.

Software License Agreement

With the exception of Customer's branding and design components and Customer's ported front-end code, Software is the exclusive property of Vendor. Vendor is allowing Customer a non-exclusive right to use of the Software for the duration of each annual term paid for by Customer. Customer and its employees shall be granted full access to and control over the Data within the Software at any time using a secure log-in administrative portal. Customer may request delivery of Data at any time and Vendor shall deliver such Data in a normalized CSV export-file format. Customer shall not grant administrative access to any user who is not an employee of Customer.

We, the undersigned, hereby execute the attached quote/invoice and the above Terms and Conditions:

Signature:

Name:
Title:
Organization:
Date:

Signature:

Name: Adam Friedman
Title: Chief Executive Officer
Organization: Civera LLC
Date:





649 Massachusetts Ave, Suite 10 • Cambridge, MA 02139 • 617-784-8993 • sales@civera.com

October 3, 2023

Sole Source: ElectionStats & Ballot Verifier

ElectionStats is a sole source product, created, sold, licensed, onboarded, and supported exclusively by Civera, a corporation based in Cambridge, Massachusetts.

Civera believes it is the only vendor to provide a holistic civic intelligence dashboard and database consisting of a proprietary universal filter technology to search for, reference, and analyze historical election results and statistics that is adapted specifically for the jurisdiction.

Civera is also the only vendor to provide data extraction, migration, and normalization services involving the jurisdiction's specific historical election results and voting statistics documents and reports, using a proprietary internal process.

Ballot Verifier is a sole source product, created, sold, licensed, onboarded, and supported exclusively by Civera.

Civera is the only vendor to provide a platform to publish cast ballot images and encoded cast vote records of the jurisdiction and provide the specific proprietary functionality of a universal filter to view any ballot and cast vote record and its connection to their respective elections, contests, vote channels, precincts, and other properties, and allow users to download precise data packages of both election results data and ballot images and cast vote records based on the specific filter selections.

If you desire additional information, please do not hesitate to contact me at adam.friedman@civera.com or (617) 784-8993, or visit our website at <https://civera.com>.

Sincerely,

Adam Friedman
CEO & Senior Software Engineer



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>September 9, 2024</u>
Requested By: <u>Lee Woodward, City Secretary</u>
Department: <u>City Secretary's Office</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Board, committee, commission rosters;
charges for new ad hoc committees

SUMMARY & RECOMMENDATION

The majority of the City of La Porte board, commission, and committee positions have terms expiring on August 31 of their final year of the respective terms.

Mayor Helton has confirmed the ad hoc appointees are willing to serve. EMS Chief Kominek has determined Dr. Patel is willing to serve.

The City Council is notified several times annually of open positions, most recently with the rosters attached to this document. The City's application to serve, Board and Commission Handbook, and other resources are available at LaPorteTX.gov/Boards or by contacting the City Secretary's Office at 281-470-5021 or CitySecretary@LaPorteTX.gov.

La Porte Health Authority (2-year terms; no alternates)

Dr. Rakesh Patel - initial appt. to unexpired term

Establishment, staffing, and charge (attached) to an ad hoc committee to investigate the possibility of building a new conference center/multipurpose center at 1106-1198 Bayshore Drive, La Porte, Texas

Jay Martin, Councilperson, Chair
 Robert Guerra, Councilperson
 Doug Martin, resident
 Mark Follis, resident
 Brian Moore, resident

Establishment, staffing, and charge (attached) to an ad hoc committee on storm and incident readiness

Chuck Engelken, Councilperson, Chair
 Bill Bentley, Councilperson
 Mason Peres, resident

Jeff Suggs, resident
Sherri Ditrich, resident

Establishment, staffing, and charge (attached) to an ad hoc committee for the investigation of retail opportunities within the city limits of La Porte, Texas

Brent McCaulley, Councilperson, Chair
Brandon Lunsford, Councilperson
Robbie McLarrin, Councilperson
Marty Campise, resident
David Janda, resident

Establishment, staffing, and charge (attached) to an ad hoc committee to study the feasibility and impact of creating a garbage transfer station within the city limits of La Porte, Texas

Mandi Williams, Councilperson, Chair
Robbie McLarrin, Councilperson
Chuck Engelken, Councilperson
Dave Thieler, resident
Mike Fisco, resident

STRATEGIC PLAN STRATEGY AND GOAL

The timely review of service on City boards, committees, and commissions and consideration of appointments to outside entities reflects the City Council's commitment to good governance, citizen engagement, positive branding and communication, service and facility support, economic development, and overall organizational excellence, thereby supporting each of the adopted Strategic Plan's key strategies.

Governance: The City of La Porte is governed in a transparent, efficient, accountable and responsive manner on behalf of its citizens that actively promotes citizen involvement.

Communications: The City of La Porte will build relationships and showcase our community through communication, technology, training, and branding.

Infrastructure and Utilities: The City of La Porte will have and maintain a strong infrastructure and up to date facilities to continue to provide superior services for our citizens.

Economic Development: The City of La Porte will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.

Organizational Excellence: The City of La Porte will operate in a transparent, efficient, accountable, and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.

ACTION REQUIRED BY CITY COUNCIL

Approve the appointment of individuals nominated for the City boards, committees, and commissions listed herein.



2024 Board/Commission/Committee/Outside Entity Appointments/Reappointments

Airport Advisory Board – Revised by Ord. 2023-3961 on 12/11/23 to 7 appts. – 3-yr. terms	
Serving <i>(Ordinance descriptions of positions noted)</i>	Term expires
<i>Position 1 – Fixed Base Operator Lessee – Dan Marrouf</i>	8/31/27
<i>Position 2 - Licensed pilot w/aircraft housed at the city municipal airport – David Kagey</i>	8/31/27
<i>Position 3 - Resident licensed pilot w/aircraft housed at the city municipal airport - Deborah Rihn-Harvey</i>	8/31/27
<i>Position 4 – Licensed pilot with an aircraft housed at the city municipal airport – Bryan Gwin</i>	8/31/27
<i>Position 5 - Resident of the City or owner of real property situated within the City limits, or an individual who owns or operates a business within the city – Shane Worsham</i>	8/31/27
<i>Position 6 – Resident of the City or owner of real property situated within the City limits, or an individual who owns or operates a business within the city – Mark Follis</i>	8/31/27
<i>Position 7 – City Councilperson – District 6 Councilperson Robbie McLarrin (appointment by position, not by individual; i.e. service ends if individual leaves office)</i>	8/31/27

*Council appoints per Ord. 2023-3961, Sec. 1 update to Code Sec. 18-51(b), adopted 12/11/23.

Animal Shelter Advisory Committee – 3 appts./2 staff or Council – serve at Council’s pleasure, no terms
Serving <i>(Ordinance descriptions of positions noted)</i>
<i>Chief Scott Pullig (Chief of the La Porte Rabies Control Authority or their designee)</i>
<i>Clarence Anderson (State-certified Animal Control officer employed with the City of La Porte & whose duties include the daily operations of the La Porte Animal Shelter)</i>
<i>Dr. Donna Medford (veterinarian)</i>
<i>Dana Dicker (Representative from an animal welfare organization)</i>
<i>Brandon Lunsford (Councilperson)</i>

* Council appoints per main text of Ord. 2007-2972, adopted 3/5/2007.

Building Codes Appeals Board – 7 appts. – 3-yr. terms (Chief Building Official liaises w/this board) *(Sec. 82-11 The building code appeals board shall consist of seven resident electors of the City of La Porte who the City Council deems competent to serve on such board by virtue of their experience and training in matters pertaining to building construction. Members of the building code appeals board may not be employed by the City of La Porte. *Determination*

10/13/15 with City Attorney that “resident elector” requires member to be registered voter who lives in La Porte city limits.)

Serving	Term expires
Pat McCabe	8/31/25
Bryan Moore, Jr.	8/31/25
D. Paul Larson	8/31/27
Kent Rimmel	8/31/27
Omar Jamies	8/31/26
Johnny Guadarrama	8/31/26
Mark Follis	8/31/26

* Council appoints per Ord. 2004-2733, Sec. 1 update to Code Sec. 82-12, adopted 12/13/2004.

Ch. 172 Employee, Retiree Insurance and Benefits Board – 9 appts. – 2-yr. terms for Citizen & Retiree Representatives (HR works with this board)

Serving (Alternates may participate in all meetings but may not vote unless absences allow for this)	Term expires
Sherrri Ditrich, Citizen Position 1	8/31/25
Charles Montgomery, Citizen Position 2	8/31/25
Aaron Corrales, Retiree Representative	8/31/26
Open, Employee Participant	No term
Michael Dolby, Finance Staff	No term
Matt Hartlieb, HR Staff	No term
Clark Askins, Legal Staff	No term
Alternate 1, alternate to citizen positions, Martha Gillett	No term
Alternate 2, alternate to employee/retiree positions, open	No term

* Council appoints per Ch. 172 of the Texas Local Government Code (LGC); provisions of chapter to establish board administration adopted by Council on 12/5/2002.

Civil Service Commission, est. 1981 – 3 appts. by City Mgr., confirmed by Council – 3-yr. terms (CMO and HR work with them – LGC 143.006(b) The commission consists of three members appointed by the municipality's chief executive and confirmed by the governing body of the municipality. Members serve staggered three-year terms with the term of one member expiring each year. If a vacancy occurs or if an appointee fails to qualify within 10 days after the date of appointment, the chief executive shall appoint a person to serve for the remainder of the unexpired term in the same manner as the original appointment.

(c) A person appointed to the commission must:

- (1) be of good moral character;
- (2) be a United States citizen;
- (3) be a resident of the municipality who has resided in the municipality for more than three years;
- (4) be over 25 years of age; and
- (5) not have held a public office within the preceding three years.

(c-1) Notwithstanding Subsection (c)(5), the municipality's chief executive may reappoint a commission member to consecutive terms. A commission member may not be reappointed to more than a third consecutive term unless the member's reappointment to a fourth or subsequent consecutive term is confirmed by a two-thirds majority of all the members of the municipality's governing body.

(c-2) Subsection (c)(5) does not prohibit the municipality's chief executive from appointing a former commission member to the commission if the only public office held by the former member within the preceding three years is membership on:

- (1) the commission; or
- (2) the commission and the municipality's civil service board for employees other than police officers and firefighters through a joint appointment to the commission and board.)

Serving	Term expires	Per LGC 143.006(c-1) above, how many terms served?
Keith Trainer - Reappointment after 3 rd consecutive term requires 2/3 vote in the affirmative	8/31/27	2003-2006 2006-2009 2009-2012 2012-2015 2015-2018 2018-2021 2021-2024 2024-2027
Tendai Lynch	8/31/26	Appt. 8/22/22 to unexpired term ending 8/31/23
Victor Peres	8/31/25	2019-2022 2022-2025

Sec. 82-472. - Dangerous building inspection board. There is hereby created a dangerous building inspection board and for the purpose of this article, their duties are described in this chapter and shall be referred to as "the board" throughout this chapter. The board shall be composed of the building official, or his/her duly authorized representative, the fire chief, or his/her duly authorized representative, and the fire marshal, or his/her duly authorized representative. (Ord. No. 2004-2700, § 1, 1-26-04)

Drainage and Flooding Committee (Council Committee) – 4 appts. – no terms (first meeting 9/17/2007)

Serving Committee elects Chairman & Vice Chairman (no formative ord./doc. to indicate how frequently or when)

Jay Martin

Mandi Williams

Chuck Engelken

Alternate – Bill Bentley

**Note: Per City Atty., the alternates do not vote unless a committee member is absent, then Alternate is authorized to vote for that meeting only.

Economic Alliance – New contract July 2024, City Manager Corby Alexander appointed as the Board representative on 7/22/24.

Fire Code Review Board – 1 nominee per Council position/3 ex officio staff – 3-yr. terms (Fire Marshal works with this board) The voting members shall be resident electors of the City of La Porte or non-resident individuals owning or operating a business within the City of La Porte, duly verified by proof of an applicable tax statement or utility account for such business, who the city council deems competent to serve on such board by virtue of their experience and training in matters pertaining to Fire Safety Codes. Members of the fire code review board may not be employed by the City of La Porte. Ord. 2005-2821, 4/11/2005

Serving	Term expires
Champ Dunham (<i>District 1</i>)	8/31/26
Jeff Brown (<i>District 2</i>)	8/31/27
Andy Wilborn (<i>District 3</i>)	8/31/27
Mark Follis (<i>District 4</i>)	8/31/27
Jim Bridge (<i>District 5</i>)	8/31/27

Open (<i>District 6 nominee</i>)	8/31/26
Bryan Moore (<i>At Large A</i>)	8/31/27
Open (<i>At Large B nominee</i>)	8/31/26
Lynn Green (<i>Mayoral</i>)	8/31/27

* Council appoints per Ord. 2005-2821, Sec. 1 updating Code Art. V., Sec. 38-202. Membership and Terms., adopted 4/11/2005.

Firefighters’ Pension Board - The only person appointed on this committee by the City Council is the Governmental Body Representative. This person does not have to be an employee, can be a member of the public, and can serve with or without term, at the governing body’s discretion. This started in 1941. The City pays into it. Current Governmental Body Representative is City Manager Corby Alexander, appointed July 22, 2024.

Fiscal Affairs Committee (Council Committee) – 4 appts. – no terms - 9/28/1987 action item (not ord.) established Audit Committee, consisting of three members. Ord. 2004-2695, 1/12/04, named/established two alternates to the Audit Committee. Renamed Fiscal Affairs Comm. along w/appointments on ord. adopted 10/25/2004.

Serving

Chuck Engelken

Jay Martin

Brandon Lunsford

Alternate – Rick Helton

**Note: Per City Atty., the alternates do not vote unless a committee member is absent, then is authorized to vote for that meeting only.

Floodplain Management Appeals Board – 5 appts. – 2-yr. terms - Council/Planning notified of first applicant on 1/13/22, reminders sent quarterly, have had no request for agenda placement

Serving	Term expires

Established 12/13/2021 with adoption of Ord. 2021-3858, which modified Code Ch. 94, “Floods”.

*Council appoints per Ord. 2021-3858, Sec. 1, updating Code Sec. 94-65(a); adopted on 12/13/2021.

Gulf Coast Authority – The Mayors of municipalities with city halls in Harris County may appoint a director to the Gulf Coast Authority Board of Trustees, per the Gulf Coast Authority Act. Terms of appointee run through 8/31 of odd-numbered years. Robert Swanson was appointed in late 2022 to fill an unexpired term through 8/31/2023. As far as we are aware, the City was not contacted for the Mayor to participate in the appointment due at the end of that term.

Harris County Area Agency on Aging’s (HCAAA) Area Planning Advisory Council (APAC) – through the Houston Health Dept. Mayor Helton appointed Victor Gonzalez from Seniors in June

2024. Contacts are Shonthenia.Edwards@HoustonTX.gov, 832-393-4425, Human Services Division and Paula.Johnson@HoustonHD.gov.

Harris County Appraisal District Representative - Two-year terms. Mike Sullivan has served for eleven years and notified City he will not continue after 12/31/24. City will likely consider nominations on the August 26, 2024, agenda.

Harris-Galveston Subsidence District - According to the bylaws of the Harris-Galveston Subsidence District provision 2.1.2.(h), the mayors of the cities of Deer Park, Galena Park, La Porte, Nassau Bay, and Seabrook and the President of the Clear Lake City Water Authority are entitled to appoint an individual to serve in Place 17 of its Board of Directors, for a term expiring on January 31 of odd-numbered years (Per 2.1.3. ...*Directors serve in their official capacity until the end of their term but shall continue to serve after the end of their term until a successor is appointed and takes the oath of office.*). Steve Gillett’s nomination has been led by the City and he was sworn in on 9/8/21 and 2/8/23.

H-GAC – 2021 Representative Chuck Engelken, Alternate Bill Bentley – selected annually by the Council

La Porte Area Water Authority (LPAWA) Board of Directors – 5 appts. – 2-yr. terms – Est. by Texas Legislature in 1981 by HB 1311 and amended by the Legislature on April 26, 1995, by HB 432. 1995 amendment gives appointment power to the ‘City of La Porte’ rather than to the Council but kept the authority of the Council to appoint to fill an unexpired term in the case of vacancy for any reason.

Serving	Term expires
1 - Cambria Beasley	8/31/25
2 – Stephen Barr	8/31/25
3 – Joshua Hollub	8/31/25
4 – Nicole Havard	8/31/26
5 – Open	8/31/26

La Porte Development Corporation Board of Directors (this is the 4B Board, NOT the Redevelopment Authority) - 7 appts. – 2-yr. terms - At least three must *be persons who are not employees, officers, or members of the governing body of the City of La Porte, Texas*. The LPDC was incorporated in 1999. The Bylaws were approved and ratified by the Council on July 12, 1999, and adopted by the LPDC Board on October 6, 1999. Council appoints per Art. III, 3.02. of the Board’s bylaws.

Serving	Term expires
Chuck Engelken	8/31/25
Danny Earp	8/31/26
Amanda Gerrish	8/31/26
Nancy Ojeda	8/31/25
Richard Warren	8/31/26
Brent McCaulley	8/31/26

John Blakemore	8/31/25
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* Council appoints per Art. III, 3.02. of the Board's bylaws.

La Porte Fire Control, Prevention, & Emergency Medical Services District Board of Directors – 7 appts. of La Porte residents - 2-yr. terms	
Serving	Term expires
Brian McClain	8/31/25
Steve Gillett	8/31/25
Charles Rothmund	8/31/26
Champ Dunham	8/31/26
Johnny Jones	8/31/26
Ronald Nowetner	8/31/25
Dewey Walls, Jr.	8/31/25

* Seven appointments made by the Council per Ord. 2011-3365 adopted June 27, 2011, following ratification and approval of the Board at an election of the voters held on May 14, 2011.

La Porte Health Authority – 2 appts. & one contracted member – 2-yr. terms - Appointing a Health Authority is provided for in state law; Health and Safety Code, Title 2. Health, Subtitle F. Local Regulation of Public Health, Chapter 121. Local Public Health Reorganization Act, Subchapter B. Health Authorities.	
Serving	Term expires
Abdul R. Moosa, M.D.	8/31/23
Robert D. Johnston, M.D.	8/31/25
Abel Longoria, M.D., FACEP	Contracted (not an appointee)

* Council appointment of the Health Authority is provided for in the Texas Health and Safety Code, Sec. 121.028.

La Porte Tax Increment Reinvestment Zone Number One (TIRZ #1) Board of Directors – 7 City appts. & 1 ea. LPISD & Harris County – 2-yr. terms – Tx. Tax Code Ch. 311 - City appointees must be either an owner of property within the zone, resident of La Porte, or owner of beneficial interest in the zone	
Serving	Term expires
Pos. 1 - Peggy Antone	8/31/25
Pos. 2 - Barry Beasley	8/31/26
Pos. 3 - Alton Porter	8/31/25
Pos. 4 - Kent Rimmel	8/31/26
Pos. 5 - Nicole Havard	8/31/25
Pos. 6 – Mark Goodwin	8/31/26
Pos. 7 – Mercy Estrada	8/31/26
Pos. 8 - David Janda	LPISD appt.
Pos. 9 – Kristen Lee (Harris County appt.)	Harris County appt.

La Porte Redevelopment Authority (this is NOT the LPDC or “4B” Board) – 7 City appts. (1 ea. LPISD & Harris County) – 2-yr. terms - Those appointed to TIRZ Board are also appointed to this board by the Mayor/Council, even the LPISD/Harris County members. (Ord. 2000-2457)

Serving	Term expires
Pos. 1 - Peggy Antone	8/31/25
Pos. 2 - Barry Beasley	8/31/26
Pos. 3 - Alton Porter	8/31/25
Pos. 4 - Kent Rimmel	8/31/26
Pos. 5 - Nicole Havard	8/31/25
Pos. 6 – Mark Goodwin	8/31/26
Pos. 7 – Mercy Estrada	8/31/26
Pos. 8 - David Janda	LPISD appt.
Pos. 9 – Kristen Lee (Harris County appt.)	Harris County appt.

* Council appoints per Ord. 99-2325, Sec. 3. Board of Directors, adopted May 24, 1999. This section also notes that Position Three will serve as the chair for the first year of the Board and *thereafter the Mayor shall annually nominate and appoint, subject to City Council approval, a member to serve as chair for a term of one year beginning on the anniversary of the effective date of this Ordinance* [that's where the May appointment date is derived].

Planning & Zoning Commission – 9 appts. – From Code, 106-62, <i>The term of the six members from the six council districts shall coincide with the term of office of the councilperson for the said district. The term of office for each at-large member shall coincide with the term of office of Councilperson At-Large A and Councilperson At-Large B, respectively. The term of office for the chairman shall coincide with the term of office of the mayor of the city. (b) Each district member who is appointed shall be a resident of the district from which he or she is appointed at the time of his appointment and continuously throughout his/her tenure in office.</i>	
Serving Appointment by each member of Council; district appointees must live in district; Chairman is Mayor's appointee.	Term expires The term of the six members from the six council districts shall coincide with the term of office of the councilperson for the said district. The term of office for each at-large member shall coincide with the term of office of Councilperson At-Large A and Councilperson At-Large B, respectively. The term of office for the chairman shall coincide with the term of office of the mayor of the city. (b) Each district member who is appointed shall be a resident of the district from which he or she is appointed at the time of his appointment and continuously throughout his/her tenure in office.
Chairman – David Brady	P&Z bylaws Art. 4, The term of each member shall terminate on August 30 of the year in which the term expires, or when his/her successor has been appointed and qualified.
Dis. 1 – Wayne Landin	P&Z bylaws Art. 4, The term of each member shall terminate on August 30 of the year in which the term expires, or when his/her successor has been appointed and qualified.
Dis. 2 – Richard Warren	P&Z bylaws Art. 4, The term of each member shall terminate on August 30 of the year in which the term expires, or when his/her successor has been appointed and qualified.
Dis. 3 – Sean McCabe	P&Z bylaws Art. 4, The term of each member shall terminate on August 30 of the year in which the term expires, or when his/her successor has been appointed and qualified.
Dis. 4 – Mark Follis, <i>servicing as holdover since 2019</i>	P&Z bylaws Art. 4, The term of each member shall terminate on August 30 of the year in which the term expires, or when his/her successor has been appointed and qualified.
Dis. 5 – Victor Peres	P&Z bylaws Art. 4, The term of each member shall terminate on August 30 of the year in which the term expires, or when

	his/her successor has been appointed and qualified.
Dis. 6 – Nancy Ojeda	P&Z bylaws Art. 4, The term of each member shall terminate on August 30 of the year in which the term expires, or when his/her successor has been appointed and qualified.
At Large A –Open	P&Z bylaws Art. 4, The term of each member shall terminate on August 30 of the year in which the term expires, or when his/her successor has been appointed and qualified.
At Large B – Joe Mock	P&Z bylaws Art. 4, The term of each member shall terminate on August 30 of the year in which the term expires, or when his/her successor has been appointed and qualified.

Southeast Texas Housing Finance Corporation Board of Directors - Betty Moore has served since 2010 - Council decides how long they wish to appoint, in full years up to six years, and when during the year the term expires, currently August 31. On 8/12/19, Council chose to reappoint for the full six years, term expires 8/31/2025.

Youth Advisory Council – 9 appts. – 1-yr. terms – Est. 9/11/23, first appointments 8/12/24	
Serving	All terms expire 8/31/2025
Pos. 1 – Amelia Leyva	
Pos. 2 – Dava Richards	
Pos. 3 – Jaime Thomas Licon	
Pos. 4 – Keondre Reese	
Pos. 5 – Lillian Woolard	
Pos. 6 – Liz Olivera	
Pos. 7 – Lucas Halbardier	
Pos. 8 – Mallorie Blagg	
Pos. 9 – Marissa Cruchelow	

* Council appoints per Sec. 3 of Resolution 2023-11, adopted September 11, 2023.

Zoning Board of Adjustment – 7 appts. – 2-yr. terms – Custom of the Board/Council is to ask Alternates if they are ready to step up when a Board seat becomes available. Council is advised of the custom and the Alternate’s preferences when presented w/appointment. (4/2020)	
Serving	Term expires
Pos. 1 – Phillip Hoot	8/31/26
Pos. 2 – Pat McCabe	8/31/26
Pos. 3 – John Blakemore	8/31/26
Pos. 4 – Dennis Oian	8/31/26
Pos. 5 – Nettie Warren	8/31/25
Alt. 1 – Frank Nance	8/31/25
Alt. 2 – Jon Willis	8/31/25

*** All cases to be heard by the zoning board of adjustment shall be heard by a minimum of four members. is required, not just three of five regular members.

* Council appoints per text of Code Sec. 106-86.

Ad hoc committee to investigate the possibility of building a new conference center/multipurpose center at 1106-1198 Bayshore Drive, La Porte, Texas

Purpose:

To establish an ad hoc committee to investigate the feasibility, design, location, and financial implications of building a new conference center/multipurpose center at 1106-1198 Bayshore Drive, La Porte, Texas. The committee will evaluate various aspects of the proposed project, including economic impact, community benefits, environmental sustainability, and design aesthetics.

Objectives:

- Conduct research on the potential impacts of the conference/multipurpose center.
- Organize and participate in community engagement activities.
- Review and evaluate design proposals, environmental assessments, and financial plans.
- Collaborate to produce a final report with recommendations for the City Council.
- Evaluate the project based on the following criteria:
 - Economic Impact: Potential for job creation, revenue generation, and overall economic growth.
 - Design Aesthetics: Architectural design, integration with the surrounding area, and public space enhancement.
 - Community Benefits: Access to facilities, enhancement of community services, and alignment with community needs.

Committee Composition:

Jay Martin, Councilperson, Chair
Robert Guerra, Councilperson
Doug Martin, resident
Mark Follis, resident
Brian Moore, resident

Each member is selected based on their expertise, community involvement, and interest in the development of local infrastructure.

Timeline and reporting:

- The committee shall endeavor to hold its initial meeting in September and provide updates at a Council meeting every 30-60 days.
- Every effort will be made in this regular reporting rhythm to aid Councilpersons in being prepared as early as possible to consider items related to the committee's work at the 2025 budget retreat.
- A final report, including recommendations, justifications, and any dissenting opinions, will be presented by the committee chair at or before the March 24, 2025, Council meeting.

Meetings:

- The committee is expected to meet at least monthly and in adherence with the provisions of the Texas Open Meetings Act.
- The committee is expected to identify at least two points in its work where public feedback should be sought and considered, in addition to input received during *Public Comment* at meetings. The committee should work with City team members to best engage the public,

considering a variety of outreach methods and seeking response from all stakeholder groups. The material collected will be included in the committee's deliberations and a synopsis of the feedback covered in the reports to the Council.

- Draft meeting minutes will be provided promptly to committee members after each meeting and generally handled as for the Council and Council committees.

Support:

- Committee members will have access to City planning documents, financial reports, and legal advice, as necessary and appropriate.

Legal and Ethical Guidelines:

- The committee will operate within legal parameters and adhere to ethical standards, including:
 - Transparency: Open meetings and accessible records.
 - Conflict of Interest Policies: Members must disclose any potential conflicts of interest.
 - Confidentiality: Sensitive information will be handled with appropriate confidentiality.

Ad hoc committee on storm and incident readiness

Purpose:

The City of La Porte is establishing an ad hoc committee to assess and enhance the City's preparedness for storms and other significant incidents. This committee will focus on identifying strategies to protect residents, infrastructure, and resources to ensure the City maintains a strong preparedness posture to plan for, respond to, and recover from emergencies.

Objectives:

The committee will review the following topics with the intent to make suggestions for improvements, implementation and/or modernization.

- **Emergency Preparedness Planning**
 - Review and make recommendations to update the City's response plans.
 - Identify potential hazards and conduct risk assessments to preparedness measures.
- **Public Communication and Education**
 - Review existing public awareness campaigns for pre-incident readiness such as evacuation routes, shelter locations, and emergency procedures.
 - Review the utilization of social media and other communications platforms for real-time updates pre, during and post incident.
 - Review engagement with local small businesses to ensure resilience after incidents.
- **Resource Allocation and Logistics**
 - Review readiness for deployment of emergency supplies and equipment with the purpose of optimizing logistics for efficiency.
 - Review mutual aid agreements with neighboring cities and regions to enhance resource availability.
- **Vulnerable Population Support**
 - Review plans for vulnerable groups, including seniors, assisted care facilities and home bound individuals.
 - Review outreach programs to ensure these populations are informed and prepared for storms and other incidents.
 - Review any city partnerships with community organizations that provide targeted assistance to vulnerable populations.
- **Evacuation and Shelter Planning**
 - Review existing facilities for possible use as cooling stations and/or distribution sites pre and post event and ensure these sites are equipped to handle displaced residents.
 - Review/develop transportation plans for vulnerable populations, including the elderly and disabled, to ensure their safety during evacuations.
- **First Responder Coordination**
 - Review training and drills for police, fire, and EMS.
 - Review communication and coordination protocols among first responders.
 - Review any rapid deployment strategies for emergency services to ensure swift and effective responses.

- Financial Planning and Insurance
 - Review budget for emergency preparedness and recovery efforts, ensuring financial resources are available when needed.
 - Review existing plans to access federal and state disaster relief funds pre/post event.
- Post-Event Recovery and Assessment
 - Review established procedures for debris removal and damage assessment following an incident.
 - Conduct evaluations of the City's response to incidents, identifying lessons learned and areas for improvement.
- Technology and Innovation
 - Review the existence or possibility to utilize data and predictive modeling to anticipate storm impacts and inform preparedness measures.
 - Review existing and new technologies, including AI and GIS systems, to enhance emergency management capabilities.
 - Review existing Emergency Operations Center (EOC) technology and capabilities.

Committee Composition:

Chuck Engelken, Councilperson, Chair
 Bill Bentley, Councilperson
 Mason Peres, resident
 Jeff Suggs, resident
 Sherri Ditrich, resident

Committee Responsibilities:

- Discuss and evaluate the various aspects of storm and event readiness.
- Engage with external experts, community members, and other stakeholders to gather insights and recommendations.
- Compile and analyze data relevant to the City's preparedness for storms and other incidents.
- Develop a comprehensive report outlining the committee's findings, recommendations, and potential next steps.

Timeline and reporting:

- The committee shall endeavor to hold its initial meeting in September and provide updates at a Council meeting every 30-60 days.
- Every effort will be made in this regular reporting rhythm to aid Councilpersons in being prepared as early as possible to consider items related to the committee's work at the 2025 budget retreat.
- The Committee will present Council with a final report, presented by the committee chair, at or before the March 24, 2025, Council meeting, including:
 - A detailed assessment of current storm and incident readiness,
 - Recommendations for enhancing preparedness across the outlined goals,
 - Action plan for implementing the committee's recommendations, and
 - Any dissenting opinions.

Meetings:

- The committee is expected to meet at least monthly and in adherence with the provisions of the Texas Open Meetings Act.
- The committee is expected to identify at least two points in its work where public feedback should be sought and considered, in addition to input received during *Public Comment* at meetings. The committee should work with City team members to best engage the public, considering a variety of outreach methods and seeking response from all stakeholder groups. The material collected will be included in the committee's deliberations and a synopsis of the feedback covered in the reports to the Council.
- Draft meeting minutes will be provided promptly to committee members after each meeting and generally handled as for the Council and Council committees.

Support:

- Committee members will have access to City planning documents, financial reports, and legal advice, as necessary and appropriate.

Legal and Ethical Guidelines:

- The committee will operate within legal parameters and adhere to ethical standards, including:
 - Transparency: Open meetings and accessible records.
 - Conflict of Interest Policies: Members must disclose any potential conflicts of interest.
 - Confidentiality: Sensitive information will be handled with appropriate confidentiality.

Ad hoc committee for the investigation of retail opportunities within the city limits of La Porte, Texas

Purpose:

To establish an ad hoc committee to investigate and report back to the City Council on potential retail opportunities within the City of La Porte, Texas. The committee will thoroughly investigate available properties, zoning regulations, and the needs and interests of the community to ensure any retail development aligns with the City's goals and residents' desires.

Objectives:

- **Property Availability:** Identify and evaluate properties within the city limits that are suitable for retail development, including both vacant land and underutilized properties.
- **Current Zoning:** Review existing zoning regulations to determine their compatibility with potential retail development and recommend any necessary changes to support new retail opportunities.
- **Public Need:** Assess the types of retail services and businesses that are currently lacking in the City and would fulfill unmet needs.
- **Public Interest:** Conduct surveys, public meetings, or other forms of outreach to gather input from residents and stakeholders regarding desired retail opportunities.

Committee Composition:

Brent McCaulley, Councilperson, Chair
Brandon Lunsford, Councilperson
Robbie McLarrin, Councilperson
Marty Campise, resident
David Janda, resident

Each member is selected based on their expertise, community involvement, and interest in the development of the local economy.

Timeline and reporting:

- The committee shall endeavor to hold its initial meeting in September and provide updates at a Council meeting every 30-60 days.
- Every effort will be made in this regular reporting rhythm to aid Councilpersons in being prepared as early as possible to consider items related to the committee's work at the 2025 budget retreat.
- A final report, including recommendations, justifications, and any dissenting opinions, will be presented by the committee chair at or before the March 24, 2025, Council meeting.

Meetings:

- The committee is expected to meet at least monthly and in adherence with the provisions of the Texas Open Meetings Act.
- The committee is expected to identify at least two points in its work where public feedback should be sought and considered, in addition to input received during *Public Comment* at meetings. The committee should work with City team members to best engage the public, considering a variety of outreach methods and seeking response from all stakeholder groups. The material collected will be included in the committee's deliberations and a synopsis of the feedback covered in the reports to the Council.

- Draft meeting minutes will be provided promptly to committee members after each meeting and generally handled as for the Council and Council committees.

Support:

- Committee members will have access to City planning documents, financial reports, and legal advice, as necessary and appropriate.

Legal and Ethical Guidelines:

- The committee will operate within legal parameters and adhere to ethical standards, including:
 - Transparency: Open meetings and accessible records.
 - Conflict of Interest Policies: Members must disclose any potential conflicts of interest.
 - Confidentiality: Sensitive information will be handled with appropriate confidentiality.

Ad hoc committee to study the feasibility and impact of creating a garbage transfer station within the city limits of La Porte, Texas

Purpose:

To establish an ad hoc committee to investigate the feasibility, design, location, and financial implications of building a garbage transfer station in the city of La Porte. The committee will evaluate various aspects of the proposed project, including economic impact, community benefits, environmental sustainability, and design aesthetics. It is necessary to assess the feasibility, optimal location, potential benefits, cost implications, and impacts on staffing levels and equipment usage associated with establishing a garbage transfer station; and an ad hoc committee can provide a focused and thorough examination of these factors, engaging with relevant stakeholders and experts to ensure a comprehensive study.

Objectives:

The objectives of the committee shall be to:

- Need: Determine if there is a need for a garbage transfer station in the city of La Porte.
- Feasibility: Conduct a feasibility study to assess the practicality and economic viability of establishing a garbage transfer station.
- Location: Identify and evaluate potential locations within the city for the garbage transfer station, considering factors such as accessibility, environmental impact, and community acceptance.
- Benefits: Analyze the potential benefits to the city and its residents, including improved waste management, environmental protection, and enhanced service delivery.
- Long-term savings: Estimate long-term savings in operational costs, including reductions in transportation expenses, landfill fees, and equipment maintenance.
- Short-term savings: Identify any immediate cost savings or efficiencies that could be realized through the establishment of the garbage transfer station.
- Impact on staffing and equipment usage: Assess the impact on current staffing levels and equipment usage, including potential changes in job roles, training requirements, and equipment needs.

Committee Composition:

Mandi Williams, Councilperson, Chair
Robbie McLarrin, Councilperson
Chuck Engelken, Councilperson
Dave Thieler, resident
Mike Fisco, resident

Timeline and reporting:

- The committee shall endeavor to hold its initial meeting in September and provide updates at a Council meeting every 30-60 days.
- Every effort will be made in this regular reporting rhythm to aid Councilpersons in being prepared as early as possible to consider items related to the committee's work at the 2025 budget retreat.
- A final report, including recommendations, justifications, and any dissenting opinions, will be presented by the committee chair at or before the March 24, 2025, Council meeting.

Meetings:

- The committee is expected to meet at least monthly and in adherence with the provisions of the Texas Open Meetings Act.
- The committee is expected to identify at least two points in its work where public feedback should be sought and considered, in addition to input received during *Public Comment* at meetings. The committee should work with City team members to best engage the public, considering a variety of outreach methods and seeking response from all stakeholder groups. The material collected will be included in the committee's deliberations and a synopsis of the feedback covered in the reports to the Council.
- Draft meeting minutes will be provided promptly to committee members after each meeting and generally handled as for the Council and Council committees.

Support:

- Committee members will have access to City planning documents, financial reports, and legal advice, as necessary and appropriate.

Legal and Ethical Guidelines:

- The committee will operate within legal parameters and adhere to ethical standards, including:
 - Transparency: Open meetings and accessible records.
 - Conflict of Interest Policies: Members must disclose any potential conflicts of interest.
 - Confidentiality: Sensitive information will be handled with appropriate confidentiality.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>September 9, 2024</u>
Requested By: <u>Lee Woodward, City Secretary</u>
Department: <u>CSO</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: TML Region 14 Director ballot and candidate biographies

SUMMARY & RECOMMENDATION

The City is a member of the Texas Municipal League’s (TML) Region 14, which is represented by a Director on the TML Board. TML has 15 regions and directors of even-numbered regions are elected in even-numbered years. Terms are two years and new terms will begin on October 11, 2024, upon adjournment of the TML Annual Conference, and end on November 13, 2026, upon adjournment of the TML Annual Conference.

Rachel Pitts, TML Deputy Executive Director for Member, Affiliate, and City Financial Services, noted in her email that *[p]reviously, elections for regional directors were held at regional meetings. After changes to the TML Constitution were approved last year, these elections are now administered by TML centrally,* explaining why the City is now being asked to vote.

Ms. Pitts’ email and the attached ballot and candidate biographies were forwarded to the Council when received on August 23.

STRATEGIC PLAN STRATEGY AND GOAL

The City’s participation in the Texas Municipal League strengthens the state and region and interactions with other member cities and TML educational opportunities support each of the following adopted Guiding Principles of the City Council.

Governance: The City of La Porte is governed in a transparent, efficient, accountable and responsive manner on behalf of its citizens that actively promotes citizen involvement.

Communications: The City of La Porte will build relationships and showcase our community through communication, technology, training, and branding.

Infrastructure and Utilities: *The City of La Porte will have and maintain a strong infrastructure and up to date facilities to continue to provide superior services for our citizens.*

Economic Development: *The City of La Porte will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.*

Organizational Excellence: *The City of La Porte will operate in a transparent, efficient, accountable, and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.*

ACTION REQUIRED BY CITY COUNCIL

Select a candidate for the Texas Municipal League (TML) Region 14 Director Election for a two-year term beginning at the adjournment of the 2024 TML Annual Conference.



OFFICIAL BALLOT

Texas Municipal League (TML) Region 14 Director Election

This is the official ballot for the election of the Region 14 director of the TML Board of Directors. You received this ballot because you are the city’s primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city’s governing body. Please record your city’s choice by placing an “X” in the square beside the candidate’s name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on October 3, 2024. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 14 Director (select one)

Frank W. Robinson, Councilmember, Shenandoah

Joe Zimmerman, Mayor, Sugar Land (Incumbent)

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this _____ day of _____, 2024.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of City

Region 14 Director Candidate Biographies



Frank W. Robinson, Councilmember, Shenandoah

Frank W. Robinson, BA, MPA, ICMA-CM (Retired) is an elected member of the City of Shenandoah City Council and an accomplished public administrator. He holds a bachelor's degree from the University of North Texas and a Master of Public Administration degree from Sam Houston State University. After 38 years of public service, 29 of those years as a chief administrative officer and city manager in Texas and California, Mr. Robinson retired in 2017. Mr. Robinson began his public service career as a police officer in Denton, eventually receiving an appointment as chief of police in the City of West University Place before transitioning to city management. He is best known for his role in the development of The Woodlands downtown. Mr. Robinson served 14 years as the president and township manager for The Woodlands Township (formerly known as the Town Center Improvement District of Montgomery County). Mr. Robinson led the organization through visioning and goal setting to define the Township's vision and mission as a local government focused on creating public benefit. In 2020, Frank came out of retirement to assist the City of Conroe in the position of downtown manager and implemented the newly adopted *Downtown Conroe Development Plan* that promotes the historical preservation and economic development of downtown Conroe. Mr. Robinson successfully attracted new entertainment and dining venues to the downtown's central business district, brought in an estimated \$54 million in new development investment, and facilitated the recertification of Conroe as a Texas Main Street Community and receiving the coveted cultural district designation by the Texas Commission on the Arts. In January 2023, Mr. Robinson retired once again and was elected to the City of Shenandoah's City Council in May 2024. He remains an active member of the Texas City Managers Association.



Joe Zimmerman, Mayor, Sugar Land (Incumbent)

Mayor Zimmerman was elected the 10th mayor of Sugar Land on June 11, 2016, after serving four years as the at-large, position 2, city councilman. He is currently serving his fourth and final term as mayor. He serves on the Finance & Audit, Economic Development and Intergovernmental Relations Committees of the City of Sugar Land and is the City's representative on the HGAC Board and Transportation Policy Council. He is a past president of Texas Municipal League (TML) Region 14 and currently represents Region 14 on the TML Board of Directors. Mr. Zimmerman is a Senior Consultant for Halff Associates, Inc., a Texas-based civil engineering consulting firm founded in 1950. He has extensive business experience, having served in senior management positions in a number of different industries. Mr. Zimmerman earned his BSCE from the University of Houston, an MBA from Houston Baptist University, and is a licensed professional engineer in the State of Texas. He and his wife of 48 years, Nancy, have lived in Sugar Land since 1990 and are active members of Second Baptist Church Woodway. Their daughter, Allison, her husband Chris Wallace, granddaughter Emmy and grandson Campbell live in Houston.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>September 9, 2024</u>
Requested By: <u>Michael G. Dolby, Director</u>
Department: <u>Finance</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Notice About 2024 Tax Rate;
Tax Rate Slide

SUMMARY & RECOMMENDATION

The City of La Porte’s tax assessor collector calculated the no-new-revenue tax rate at \$0.76239 and the voter-approval rate at \$0.88987. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. The voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election.

The proposed tax rate is \$0.71; therefore, a public hearing on the tax rate is not required. The fiscal year 2024-25 proposed budget was built around a tax rate of \$0.71. The breakdown of the tax rate is as follows:

Maintenance and operations = \$0.614
 Interest and sinking = \$0.096

In accordance with Chapter 26 of the Tax Code, staff will place a notice in the paper informing the public of the date and time of the governing body will vote to approve the tax rate for FY 2024-25. Staff anticipates publishing the notice seven (7) days prior to the public meeting, which will take place on September 23, 2024. Finally, be advised that tonight’s action regarding the approval of the proposed tax rate will be a record vote that will be published on the notice regarding the public meeting on the 23rd.

STRATEGIC PLAN STRATEGY AND GOAL 1.00 Governance - The City of La Porte is governed in a transparent, efficient, accountable, and responsive manner on behalf of its citizens that actively promotes citizen involvement.

ACTION REQUIRED BY THE CITY COUNCIL

Presentation, discussion, and possible action to approve the City's proposed ad valorem tax rate for the 2024-25 Fiscal Year.

Approved for the City Council meeting agenda.

Corby D. Alexander, City Manager

Date

PROPOSED TAX RATE

The City of La Porte's tax assessor-collector calculated the preliminary no-new-revenue tax rate at \$0.76239 and the voter-approval rate at \$0.88987. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. The voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election.

The proposed tax rate is \$0.71; therefore, a public hearing on the tax rate is not required. The fiscal year 2024-25 proposed budget was built around a tax rate of \$0.71.

In accordance with Chapter 26.05 of the Tax Code, staff will place a notice in the paper informing the public of the date and time the governing body will vote to the tax rate. Staff anticipates publishing the notice seven (7) days prior to the public meeting, which will take place on September 23, 2024. Finally, be advised that tonight's action regarding the approval of the proposed tax rate will be a record vote that will be published on the notice regarding the public meeting on the 23rd.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>September 9, 2024</u>
Requested By: <u>Corby Alexander, City Manager</u>
Department: <u>CMO</u>
<input type="radio"/> Report <input checked="" type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Resolution 2024-16, attorney letter, deed, analysis, bid, & maps

SUMMARY & RECOMMENDATION

If a property is sold or struck off to a taxing unit that is party to the judgment, the taxing unit may sell the property at any time by public or private sale. The City of La Porte has had the property located at 0 N 4th Street on the private resale list since 2012 and has received a bid from Gus Brieden in the amount of \$3,371.32, which includes the \$371.32 in post judgement taxes. Currently, the property is vacant. At this time, staff is asking the City Council to adopt a resolution to approve the sale of the property listed below for the amount that has been offered.

Cause No. 2012-05746 – 0 N 4th St, La Porte, Texas 77571 – Offer \$3,371.32 (Adjudged value + post judgement taxes)

STRATEGIC PLAN STRATEGY AND GOAL

1.00 Governance - The City of La Porte is governed in a transparent, efficient, accountable, and responsive manner on behalf of its citizens that actively promotes citizen involvement.

ACTION REQUIRED BY CITY COUNCIL

Adopt Resolution 2024-16 accepting a bid by Gus Brieden to acquire tax resale property described as: Lots 30 & 31, Block 1114 of La Porte, a subdivision in Harris County, Texas as shown on the map or plat thereof recorded in volume 60 page 115 of the deed records of Harris County, Texas. Account Number: 024-191-000-0052

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

RESOLUTION 2024-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, RESOLVING TO RESALE PROPERTY FORECLOSED ON THROUGH A DELINQUENT TAX LAWSUIT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of La Porte remains unpaid after exhausting all legal means to satisfy the collection of the delinquent taxes due and owing to the City of La Porte, including conducting a public auction of the property by the Harris County Constables whereby the property was struck off to the City of La Porte and;

WHEREAS, being no bids for the property at the tax sale on October 2, 2012, the City of La Porte now holds the property in trust to secure the payment of taxes, penalties, interest and costs owed to the City of La Porte; and

WHEREAS, the property held in trust by the City of La Porte is exempt from taxation and it is in the best interest of the City of La Porte to have the property returned to the active tax roll as a taxable property and the City of La Porte has received an offer of \$3,371.32 to purchase the property from Gus Brieden;

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

Section 1. All of the above paragraphs are true, correct and in the best interest of the City of La Porte and as such they are hereby incorporated in full and made a part of this Resolution and the City of La Porte accepts the tax resale offer by Gus Brieden and authorizes the City Manager of the City of La Porte to sign and execute the deed on behalf of the City of La Porte to transfer title to the person submitting the offer to purchase the property.

Section 2. All resolutions or parts of resolutions of the City of La Porte, Texas, in conflict with any provision contained herein is hereby repealed to the extent of any conflict.

Section 3. If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this Resolution shall, for any reason, be held invalid, such invalidity shall not affect the remaining portions of this Resolution; and it is hereby declared to be the intention of this City Council to have passed each section, sentence, phrase, or clause, or part thereof, irrespective of the fact that any other section, sentence, phrase, or clause, or part thereof, may be declared invalid.

Section 4. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. This resolution shall be in effect from and after its passage and approval.

PASSED and APPROVED this the 9th day of September 2024.

CITY OF LA PORTE, TEXAS

Rick Helton, Mayor

APPROVED AS TO FORM:

ATTEST:

Lee Woodward, City Secretary

Clark T. Askins, City Attorney

June 24, 2024

Shelley Wolny, Deputy Tax Collector
City of La Porte Finance Department
604 W. Fairmont Parkway
La Porte, Texas 77571

RE: Tax Resale Bid in Cause No. 2010-05746, *LA PORTE INDEPENDENT SCHOOL DISTRICT vs. DOROTHY MAE COOK*
Account # 024-191-000-0052

Dear Ms. Wolny:

A private resale bid from the following bidder in the following amount has been received for the property owned in trust by the City of La Porte, La Porte ISD, Harris County and San Jacinto Community College District pursuant to a constable's tax sale:

Bidder: Gus Brieden

Bid Amount: \$3,371.32

The amount of the tax resale bid is sufficient to allow the City of La Porte to consider acceptance of the bid and convey the property without the approval of the other taxing units pursuant to Section 34.05(h) of the Texas Property Tax Code. Attached to this letter are the bid form, Private Resale Bid Analysis, Tax Distribution Breakdown, tax resale resolution, tax resale deed and a Harris County Appraisal District map of the subject property.

Please place the resale bid on an upcoming agenda for the City Council of the City of La Porte for their consideration. I will be available to attend the Council Meeting to answer any questions that might arise concerning the resale. A suggested wording of the agenda item as is follows:

Consider approval of a bid by Gus Brieden to acquire a tax resale property described as: LOTS 30 & 31, BLOCK 1114 OF LA PORTE, A SUBDIVISION IN HARRIS COUNTY, TEXAS AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN VOLUME 60 PAGE 115 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS.

ACCOUNT NUMBER: 024-191-000-0052

Please do not hesitate to contact me if you have any questions, need any additional information or would like to meet concerning the resale bid.

Sincerely,

Jason Bailey

cc: Corby Alexander, City Manager
City of La Porte City Manager's Office
604 W. Fairmont Parkway
La Porte, Texas 77571

RESALE BID ANALYSIS

HCAD ACCOUNT NO(S):	024-191-000-0052	Property Struck off for:	\$	3,000.00
CAUSE NO:	2010-05746	Adjudged Value in Judgment:	\$	3,000.00
PLAINTIFF(S):	La Porte ISD	Judgment Amount Due:	\$	6,691.22
JUDGMENT AGAINST:	Dorothy Mae Cook	STRUCK OFF DATE:		October 2, 2012
JUDGMENT DATE:	February 2, 2012	STRUCK OFF TO:		City of La Porte
ORDER OF SALE:	June 6, 2012			
SUB DEED RECORD DATE:	October 2, 2012			
PROPERTY ADDRESS:	0 N 4TH ST, LA PORTE, TX 77571			
LEGAL DESCRIPTION:	LTS 30 & 31 BLK 1114 LA PORTE			

SUMMARY OF SALE ACTIVITY

222 Bayshore Dr, La
Porte, TX 77571

BIDDER:(prospective) Gus Brieden BIDDER'S ADDRESS:

AMOUNT OF BID: \$3,000.00

Costs:

-District Clerk: (Payable to Harris County District Clerk incl. Const. Fee)	\$	150.00
-Tax Master: (Payable to Kristen Brauchle)	\$	4.00
-Ad-Litem Fee: (Payable to: Michael J. Valentine)	\$	112.00
-Publication (Tax Sale): (Payable to Daily Court Review)	\$	175.00
-Out of County Const. Fee: (Payable to PBFCM)	\$	56.77
Advertising Fee:(Payable to PBFCM)	\$	-
-Research Fee: (Payable to PBFCM)	\$	400.00
-Deed Fee: (Payable to PBFCM)	\$	20.00
Total Costs:	\$	917.77

Amount available to apply towards taxes: \$2,082.23

Taxing Jurisdictions:	Amount in Judgment:	%		Amount Received
City of La Porte	\$ 1,474.26	22.80%	\$	474.78
La Porte ISD	\$ 3,082.76	47.68%	\$	992.78
Harris County	\$ 1,216.43	18.81%	\$	391.74
City of La Porte Liens	\$ 692.22	10.71%	\$	222.93
\$6,465.67		100.00%		\$2,082.23

Other amount being paid seperately by bidder:

Post-Judgment Taxes 2011-2012:	Jul-24
City of La Porte	\$ 84.21
La Porte ISD	\$ 160.13
Harris County	\$ 94.28
Total:	\$ 338.62

Resale Deed	\$ 32.70
All Post Judgment amounts	\$ 371.32

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

(Language pursuant to Section 11.008 of the Texas Property Code)

THE STATE OF TEXAS

§

§

§

COUNTY OF HARRIS

RESALE DEED

KNOW ALL MEN BY THESE PRESENTS that the CITY OF LA PORTE, acting by and through its duly authorized official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of TEN DOLLARS AND 00/100 (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by GUS BRIEDEN ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by these presents do convey and quitclaim unto said grantee all rights, title and interest of the CITY OF LA PORTE, FOR THE USE AND BENEFIT OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 2010-05746, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 2010-05746, *LA PORTE INDEPENDENT SCHOOL DISTRICT vs. DOROTHY MAE COOK.*, said property being described as:

LOTS 30 & 31, BLOCK 1114 OF LA PORTE, A SUBDIVISION IN HARRIS COUNTY, TEXAS AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN VOLUME 60 PAGE 115 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS. ACCOUNT NUMBER: 024-191-000-0052.

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said GUS BRIEDEN, his heirs and assigns forever, so that neither the CITY OF LA PORTE, FOR THE USE AND BENEFIT OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 2010-05746 and any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Grantee accept the property in "AS IS" condition, subject to any environmental conditions that might have or still exist on said property and subject to the rights of any parties in possession of the property.

Post judgment taxes and taxes for the current year are assumed by Grantee.

IN TESTIMONY, WHEREOF, CITY OF LA PORTE, FOR THE USE AND BENEFIT

Private Resale Deed
Cause No. 2010-05746

OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 2010-05746 have caused these presents to be executed this _____ day of _____ 2024.

CITY OF LA PORTE, FOR THE USE AND BENEFIT OF ITSELF AND ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 2010-05746.

Corby Alexander, CITY MANAGER, CITY OF LA PORTE

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared CORBY ALEXANDER, City Manager, City of La Porte, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2024.

NOTARY PUBLIC, in and for the STATE OF TEXAS

My Commission Expires: _____

AFTER RECORDING, RETURN TO:
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008

Grantee: GUS BRIEDEN
222 Bayshore Dr.
La Porte, TX 77571

K St

1202 S MONTANA

1204 S MONTANA

1206 S MONTANA

1208 S MONTANA

1210 S MONTANA

1212 S MONTANA

1214 S MONTANA

1216 S MONTANA

1218 S MONTANA

1220 S MONTANA

1222 S MONTANA

1224 S MONTANA

1226 S MONTANA

1228 S MONTANA

1230 S MONTANA

1232 S MONTANA

Montana St



0241910000052

Park Dr

Park Dr



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>September 9, 2024</u>
Requested By: <u>Corby Alexander, City Manager</u>
Department: <u>Administration/CMO</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input type="radio"/> Yes <input type="radio"/> No

Exhibits: TML Risk Pool Board of Trustee Ballot

SUMMARY & RECOMMENDATION

Every six (6) years member municipalities of the Texas Municipal League Intergovernmental Risk Pool nominate the Board of Trustees. The Intergovernmental Risk Pool provides workers compensation and property & liability coverages to member municipalities.

Each member of the pool is entitled to vote for the Board of Trustee members. However, each municipality can only vote for one candidate for each place. The officials listed on the ballot have been nominated to serve a six-year term on the Board. This ballot must be received by September 30, 2024.

Attached within, is the official ballot for the election of Place 11 - 14 of the Board of Trustees for the TML Intergovernmental Risk Pool. TML has provided a brief bio of each Board candidate. Staff is open for discussion on the Board candidates, but recommends the highlighted candidates below..

Candidates:

- Place 11
 - Randy Criswell; City Manager of the Wolfforth
 - Robert S. Davis; City Attorney for the City of Bullard
- Place 12
 - Cedric Davis, Sr.; City Manager of the City of Mathis
 - Rocky Hawkins; Councilmember for the City of Gladewater
 - Allison Heyward (Incumbent); Councilmember for the City of Schertz
 - Rudy Zepeda; Finance Director for the City of Santa Fe
- Place 13
 - Harlan Jefferson (Incumbent); Deputy City Manager for the City of Burleson
 - James Quin; City Administrator for the City of Hutchins

- Place 14
 - Mike Land (Incumbent); City Manager for the City of Coppell

Staff recommends City Council approve each of the Board positions (Place 11 - 14) by voting on one of the names provided or providing a write in candidate. Once all four (4) places have been approved, the Mayor will need to sign the official ballot and staff will mail all pages to the Secretary of the Board prior to the due date.

ACTION REQUIRED BY CITY COUNCIL

Consider, discuss and possibly approve candidates nominated to the Texas Municipal League Intergovernmental Risk Pool Board of Trustees for a six-year term.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 11 – 14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2024. Ballots received after September 30, 2024, cannot be counted. **The ballot must be properly signed, and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 11

- Randy Criswell.** (Incumbent) Randy Criswell is currently the City Manager of Wolfforth (Region 3), a position he's held since 2022. He has served on the TML Risk Pool Board of Trustees since 2015 and as Chair of the Board from 2020 to 2022. He has been in public service since 1994, having served the City of Canyon in three administrative roles including City Manager, the City of Mineral Wells as City Manager, and his current position. Mr. Criswell has a Bachelor of Science Degree from Texas Tech University in Engineering Technology and is a Certified Public Manager. He is a member of TCMA and a past member of the TCMA Board of Directors. He and his wife Janie have three grown children, and he enjoys golf, his Harley Davidson motorcycle, and spending time with Janie.

- Robert S. Davis.** Robert Davis serves as the City Attorney for the City of Bullard (Region 15). He is a Senior Partner at Flowers Davis PLLC in Tyler and oversees the Business and Commercial Litigation, Insurance Defense, Defense of Governmental Entities, Employment Law, and Medical Liability Sections of the law firm. Mr. Davis has extensive experience in representing governmental entities and government officials in all types of litigation. He also has extensive experience in litigation for major insurance carriers and drafting coverage opinions for insurance carriers. Through the years, he has written many papers for and made numerous presentations to Texas Sheriff's Association, Texas Association of Counties, Texas Jail Association, and Texas Chief Deputies' Association.

WRITE IN CANDIDATE:

PLACE 12

- Cedric Davis, Sr.** Cedric Davis is the City Manager of the City of Mathis (Region 11). He joined the city's administration team on January 3, 2024, and has more than three decades of experience as a public servant. He served as the City Manager of Mathis for over four years, and is a former Chief of Police and Public Educator. He is a graduate of Law Enforcement Management Institute of Texas and the Advanced Military Academy of Texas. He has a Bachelor of Science degree in Criminal Justice Administration from Sam Houston State University. He is a licensed Master Peace Officer, Police Instructor, Investigator, and holds certifications in Public Management, Smart City Practitioner, and Public Finance Investment Officer. In 2008 he served as Mayor of Balch Springs.

- Rocky Hawkins.** Rocky Hawkins is a Councilmember for the City of Gladewater (Region 15), and served as such for four years. He has also served on the Gladewater Lake Board for 10 years, as a Chamber of Commerce Volunteer, as a member of the "Friends of the Library" at the Lee-Bardwell Public Library in Gladewater, and on various boards and committees at First Baptist Church for 30 years. Mr. Hawkins began his career with a brief stint as a Parole Officer for Gregg County; later spent almost 15 years in the Hospitality/Restaurant Business; and finished his career with 30 years at Eastman Chemical Co. He holds an associate's degree in business management from Kilgore College and a B.S. degree in Criminal Justice from Sam Houston State University.

- Allison Heyward.** (Incumbent) Allison Heyward has served as Councilmember for the City of Schertz (Region 7) since 2018. She also serves on the TML Board of Directors and is currently the TML President Elect. She previously served in 2022 on the TMLIRP Board as the TML Board representative. In January 2023, she was appointed to Place 12 on the TMLIRP Board to fill a vacancy. She holds a Bachelor's Degree in Accounting from Texas Southern University, and is a 2020 graduate of the Chamber Leadership Core Program. Mrs. Heyward is also a TML Leadership Fellow and a Certified Municipal Officer (CMO), having received the TMLI CMO (Certified Municipal Official Designation) Award of Excellence for maintaining the designation for 5 continuous years. She has also been recognized with the President's Award for being one of the top 2 highest earners of Continuing Education Units.

- Rudy Zepeda.** Rudy Zepeda has served as the Finance Director for the City of Santa Fe (Region 14) since 2021. Before joining Santa Fe, Mr. Zepeda served eight years in Dayton, Texas, as Assistant City Manager and Finance Director. He holds a degree in Classics from the University of Arizona and certification in Certified Public Management from Stephen F. Austin University. While Finance Director in Santa Fe, the city earned the Government Finance Officers Association (GFOA) Budget Presentation Award and the Excellence in Financial Reporting award. This year, the city was recognized by the State Comptroller's Office with its Traditional Finances Star Award. Mr. Zepeda's career spans 30 years, with significant experience in both public and private sectors, including 14 years in local government.

WRITE IN CANDIDATE:

PLACE 13

- Harlan Jefferson.** (Incumbent) Deputy City Manager for the City of Burleson (Region 13). Mr. Jefferson has been in public service for 41 years, serving as a Risk Manager for the City of Denton early in his career and serving as Town Manager for Flower Mound and Prosper, Texas. Mr. Jefferson is an active member of the Texas City Management Association (TCMA), having served on its Board of Directors and is a Past President of the North Texas City Manager Association. He holds a Bachelor of Arts in Political Science and a Master of Public Administration from the University of North Texas. Additionally, he is an Adjunct Faculty member in the Master of Public Administration Program at the University of North Texas.

- James Quin.** City Administrator for the City of Hutchins (Region 13) since March 2022. He served as City Administrator of Haslet for 8 years and City Manager for Richland Hills for 16 years. Mr. Quin earned a Bachelor of Science Education degree and a Master of Public Administration degree from Missouri State University. He is a member of the International City/County Management Association (ICMA) and maintains the ICMA Credentialed Manager (CM) designation. In April 2022, he was awarded the High Performance Leadership Academy Certificate issued by ICMA Professional Development Academy. Also, he is a full member of TCMA, and previously served on the HCA Medical City Alliance Hospital Board for 6 years.

WRITE IN CANDIDATE:

PLACE 14

- Mike Land** (Incumbent) City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainesville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land serves on the International City/County Management (ICMA) Board of Directors and is the 2024-25 ICMA President-Elect. Additionally, he serves on the Texas Women's Leadership Institute Advisory Board, the Texas A&M University's Development Industry Advisory Council, and the UTA MPA Advisory Board. He has also served as School Board Trustee for Gainesville Independent School District and as President of TCMA.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2024.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity