



City of Round Rock

City Council

Meeting Agenda

Craig Morgan, Mayor
Writ Baese, Mayor Pro-Tem, Place 5
Tammy Young, Place 1
Rene Flores, Place 2
Matthew Baker, Place 3
Will Peckham, Place 4
Hilda Montgomery, Place 6

Thursday, August 8, 2019

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

Any citizen wishing to speak during citizen communication regarding an item on or off the agenda may do so after completing the required registration card. All comments must be no more than 3 minutes in length. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council. The Mayor may deny any presenter the opportunity to address the City Council if the presentation or comments offered is substantially repetitive of those previous made, per §2-26(b)(d), of the Round Rock Code of Ordinances, 2018 Edition.

E. PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1 [TMP-0603](#) [Consider proclaiming August 2019 as "National Immunization Month" in the City of Round Rock.](#)

F. STAFF PRESENTATIONS:

- F.1 [TMP-0580](#) [Consider a presentation regarding online public engagement results and policy development associated with the Round Rock 2030 Comprehensive Plan.](#)
- F.2 [TMP-0606](#) [Consider a presentation and department update from the Fire Department.](#)

G. CONSENT AGENDA:

All items listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered separately.

- G.1 [TMP-0602](#) [Consider approval of the minutes for the July 25, 2019 City Council meeting.](#)
- G.2 [2019-0318](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 to the Professional Consulting Services Agreement with Valley View Consulting, L.L.C. for investment advisory services.](#)
- G.3 [2019-0329](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Brenntag Southwest, Inc. for the purchase of Sodium Permanganate.](#)

H. RESOLUTIONS:

- H.1 [2019-0323](#) [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Destination Analysts for a Tourism Impact Study.](#)
- H.2 [2019-0332](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to General Datatech, L.P. for network services at the Luther Peterson Service Center.](#)
- H.3 [2019-0330](#) [Consider a resolution authorizing the Mayor to execute a letter designating that Census Tract 207.07 Williamson County, located at the northeast corner of Joyce Lane and Gattis School Road as a Targeted Employment Area.](#)
- H.4 [2019-0331](#) [Consider a resolution authorizing the Mayor to execute the First Amendment to the Economic Development Agreement with Stonemill Hospitality.](#)
- H.5 [2019-0319](#) [Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ended June 30, 2019.](#)
- H.6 [2019-0317](#) [Consider a resolution suspending for 45 days the effective date proposed by Atmos Energy Corporation - MidTex Division in its application filed for a rate increase.](#)
- H.7 [2019-0321](#) [Consider a resolution authorizing the Mayor to execute an Interlocal Contract with the Health and Human Services Commission for funding for the Opioid Emergency Response Pilot Program.](#)
- H.8 [2019-0320](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Bound Tree Medical for the purchase of nasal Narcan spray for the Fire Department.](#)

- H.9 [2019-0324](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with CAS Consulting & Services, Inc. for the South Interceptor Manhole Rehabilitation Project.](#)
- H.10 [2019-0325](#) [Consider a resolution approving the Brushy Creek Municipal Utility District FY 2020 Brushy Creek Regional Wastewater System Allocated Budget.](#)
- H.11 [2019-0326](#) [Consider a resolution approving the Fern Bluff Municipal Utility District FY 2020 Brushy Creek Regional Wastewater System Allocated Budget.](#)
- H.12 [2019-0327](#) [Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Contractor with Percheron Construction for the Downtown Trash Modification Project.](#)
- H.13 [2019-0328](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Smith Pump Company, Inc. for the purchase of two pumps for the East Brushy Creek Regional Wastewater Treatment Plant.](#)

I. ORDINANCES:

- I.1 [2019-0322](#) [Consider an ordinance amending Chapter 20, Section 20-1, Code of Ordinances \(2018 Edition\), regarding library equipment fees and amending "Appendix A: Fees, Rates and Charges" to Code of Ordinances \(2018 Edition\) by repealing library equipment fees. \(First Reading\)*](#)

J. APPOINTMENTS:

- J.1 [TMP-0607](#) [Consider three \(3\) appointments to the Planning and Zoning Commission.](#)
- J.2 [TMP-0608](#) [Consider one \(1\) appointment to the Historic Preservation Commission.](#)
- J.3 [TMP-0609](#) [Consider four \(4\) appointments to the Ethics Review Commission.](#)
- J.4 [TMP-0610](#) [Consider the appointment of two \(2\) regular members and two \(2\) alternate members to the Zoning Board of Adjustment.](#)
- J.5 [TMP-0611](#) [Consider three \(3\) appointments to the Building Standards Commission.](#)
- J.6 [TMP-0631](#) [Consider the confirmation of the City Manager's appointment of a member to the Civil Service Commission.](#)

K. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

L. EXECUTIVE SESSION:

- L.1 [TMP-0632](#) [Executive Session as authorized by §551.071 Government Code, related to consultation with the City Attorney regarding newly adopted legislation.](#)

M. ADJOURNMENT

**Pursuant to the terms of Section 3.13 of the Round Rock Home Rule Charter, the second reading of this ordinance may be dispensed with by an affirmative vote of all the City Council members present.*

In addition to any executive session already listed above, the City Council for the City of Round Rock reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by Texas Government Code:

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 2nd day of August 2019 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Sara L. White, TRMC, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider proclaiming August 2019 as "National Immunization Month" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Sara L. White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0603



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider a presentation regarding online public engagement results and policy development associated with the Round Rock 2030 Comprehensive Plan.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Brad Wiseman

Cost:

Indexes:

Attachments: ROUND ROCK 2030 POLICIES

Department: Planning and Development Services Department

Text of Legislative File TMP-0580

Planning and Development Services is currently working on the City's comprehensive plan, *Round Rock 2030*. At the Council meeting, staff will present the results of our latest round of public input collected utilizing Polco, an on-line engagement tool.

A list entitled, "Round Rock 2030 Policies" is included as an attachment. It includes the latest set of 12 policies that incorporates all of the feedback on the policies received to date. Staff would like to ensure that you agree with these policies which will form the basis of Round Rock 2030. Additionally, three (3) Polco reports with all questions, results and comments received are also provided for your review.

About Polco and this phase of Round Rock 2030 public input:

Polco is used by municipalities seeking to collect on-line input in real time. Over a two-month period, staff posted 3 sets of questions to Round Rock's Polco page. Overall, 1,261 participants provided 10,184 responses and 1,311 comments.

The first post was a series of 21 stand-alone questions. The questions were developed based on the public input received at the quadrant meetings the City hosted in February and March. Using Polco, respondents were asked to read the context for each question to learn about the topic prior to responding. Respondents were able to leave comments along with their responses to each question to provide staff with even more input (see POLCO STANDALONE QUESTIONS REPORT).

Separate from the stand-alone questions, staff also posted 2 surveys on Polco - a historic

preservation survey and a policy survey. The historic preservation survey was posted for the month of May (National Preservation Month). Input is being collected for the City's preservation plan being developed for eventual inclusion in the comprehensive plan (see POLCO HISTORIC PRESERVATION SURVEY REPORT).

In mid-May, the City added a policy discussion survey to the City's Polco page. The policies have evolved from the initial draft based on the public input received. To create the initial draft policies, City staff incorporated concepts from the existing comprehensive plan and current trends in planning practice. At the quadrant meetings, attendees were given a list of 10 policies to edit, comment on, and prioritize. Attendees were encouraged to propose new policies. After the quadrant meetings, planning staff reworked the draft policies to reflect the 745 public comments received. The resulting set of 12 policies was posted in the Polco survey which allowed participants to confirm whether they support the draft policies and/or suggest changes to the wording of the policies. In general, the policies received overwhelming support but also generated many comments (see POLCO POLICY DISCUSSION SURVEY REPORT). With the Polco feedback, planning staff adjusted the policies once again to reflect the online input received. These land use policies will guide the comprehensive plan and are meant to be general statements. *Round Rock 2030* will incorporate specific information and implementation strategies related to each policy statement.

ROUND ROCK 2030 POLICIES

Policies provided below were edited based on Polco data and all feedback received to date

- **(Quality of Life):** Focus economic development initiatives on those that improve quality of life while remaining fiscally responsible. Invest in community gathering spaces for all ages that support the arts, culture, recreation and entertainment.
- **(Economic Development):** Continue to be the “City of Choice” for new and existing businesses by focusing on quality development standards that promote and sustain economic growth while providing sufficient infrastructure and services.
- **(Downtown):** Manage and guide the revitalization of downtown as a safe and pedestrian-friendly community destination with a variety of activities for all.
- **(Commercial Centers):** Foster maintenance, reuse, or redevelopment of aging commercial centers while adapting to shifts in consumer preferences.
- **(Neighborhoods):** Maintain older neighborhoods to ensure longevity and desirability.
- **(Historic Preservation):** Preserve buildings and sites that contribute to Round Rock’s history.
- **(Roadway Function):** Enhance the function and appearance of transportation corridors while accommodating safe pedestrian and bicycle travel where feasible.
- **(Mobility):** Develop transportation options within and between neighborhoods and local destinations.
- **(Housing):** Enable a mixture of housing types within the city to meet all residents’ needs and preferences through all stages of life.
- **(Mixed-use):** Encourage mixed-use development in locations that are compatible with the surrounding area and supported by employment and transportation infrastructure.
- **(Adapting to Change):** Adapt development codes to reflect transportation innovations, evolving technology, and changing consumer preferences.
- **(Sustainability):** Promote environmental sustainability by facilitating energy efficient development that conserves natural resources and open space.



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a presentation and department update from the Fire Department.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Robert Isbell, Fire Chief

Cost:

Indexes:

Attachments:

Department: Fire Department

Text of Legislative File TMP-0606



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider approval of the minutes for the July 25, 2019 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 072519 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-0602



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, July 25, 2019

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on July 25, 2019 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:03 pm.

ROLL CALL

Present:	7 - Mayor Craig Morgan Mayor Pro-Tem Writ Baese Councilmember Tammy Young Councilmember Rene Flores Councilmember Matthew Baker Councilmember Will Peckham Councilmember Hilda Montgomery
Absent:	0

PLEDGES OF ALLEGIANCE

Mayor Morgan, along with a local boy scout, led the following Pledges of Allegiance: United States and Texas

CITIZEN COMMUNICATION

There were no citizens wishing to speak at this meeting.

PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- | | | |
|------------|---------------------------------|---|
| E.1 | <u>TMP-0560</u> | Consider proclaiming August 2019 as "National Breastfeeding Month" in the City of Round Rock. |
| E.2 | <u>TMP-0561</u> | Consider a special presentation and recognition of Madison Brown regarding her outstanding achievement as the most highly decorated athlete in the history of Round Rock Christian Academy. |

CONSENT AGENDA:

All items listed on the Consent Agenda were enacted by one motion. There was no separate discussion of any items and no items were removed from the Consent Agenda.

A motion was made by Councilmember Peckham, seconded by Councilmember Young to approve the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

- F.1** [TMP-0559](#) Consider approval of the minutes for the July 11, 2019 City Council meeting.
The minutes were approved under the Consent Agenda.
- F.2** [2019-0297](#) Consider a resolution authorizing the Mayor to execute Term Renewal Agreement No. 2 with Austin Mac Haik Ford Lincoln for the purchase of original equipment manufacturer parts for City vehicles.
The resolution was approved under the Consent Agenda.
- F.3** [2019-0299](#) Consider a resolution authorizing the Mayor to execute Term Renewal Agreement No. 2 with Arnold Oil Company of Austin, L.P. for the purchase of original equipment manufacturer parts for City vehicles.
The resolution was approved under the Consent Agenda.
- F.4** [2019-0302](#) Consider a resolution authorizing the Mayor to execute an Agreement with United Site Services of Texas, Inc. for the rental of portable chemical toilets.
The resolution was approved under the Consent Agenda.

RESOLUTIONS:**G.1** [2019-0292](#)

Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee simple title to 0.035-acre of land from property owned by Inland Western Round Rock Forest Commons Limited Partnership required for the proposed Gattis School Road Improvement Project, and take other appropriate action (Parcel 17).

Brian Kuhn, Assistant Transportation Director made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Peckham, that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title to the following parcel of land for construction of proposed improvements to the Gattis School Road Project: a 0.035-acre tract of land from property owned by Inland Western Round Rock Forest Commons Limited Partnership, as described in Exhibit A of the resolution. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nay: 0

Absent: 0

G.2 [2019-0311](#)

Consider a resolution adopting the CDBG 2019-2023 Five Year Consolidated Plan and First Program Year Action Plan for 2019-2020 CDBG activities.

Elizabeth Alvarado, CDBG Coordinator made the staff presentation.

A motion was made by Councilmember Flores, seconded by Councilmember Young, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nay: 0

Absent: 0

G.3 [2019-0294](#)

Consider a resolution approving "Hazard Mitigation Plan 2018-2022: Preparing for a Secure and Sustainable Future ."

Robert Isbell, Fire Chief, Dorothy Miller, Emergency Management Coordinator and Josh Holling, Asst. EMC made the staff presentation.

A motion was made by Councilmember Baker, seconded by Councilmember Peckham, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

G.4 [2019-0293](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Motorola Solutions, Inc. for the purchase of replacement radios and related equipment for the Fire Department

Robert Isbell, Fire Chief made the staff presentation.

A motion was made by Councilmember Young, seconded by Mayor Pro-Tem Baese, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

G.5 [2019-0298](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Elliot Electric Supply for the purchase of energy saving lighting products.

Chad McKenzie, General Services Director made the staff presentation.

A motion was made by Councilmember Flores, seconded by Councilmember Baker, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

G.6 [2019-0300](#)

Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 with PGAL, Inc. for architectural services related to the Public Library Project.

Chad McKenzie, General Services Director made the staff presentation.

A motion was made by Councilmember Young, seconded by Mayor Pro-Tem Baese, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

G.7 [2019-0305](#)

Consider a resolution authorizing the Mayor to execute a Contract with Coyote Construction Services, LLC for the Kenney Fort 16" Waterline Relocation Project.

Michael Thane, Utilities and Environmental Services Director made the staff

A motion was made by Councilmember Baker, seconded by Councilmember Young, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

G.8 [2019-0306](#)

Consider a resolution determining that Competitive Sealed Proposal is the delivery method which provides the best value for the Downtown Historic Water Tank Lighting Project.

Michael Thane, Utilities and Environmental Services Director made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Councilmember Flores, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nay: 0

Absent: 0

G.9 [2019-0307](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Howden Roots, LLC for the purchase of an upgraded Turblex Blower for the Brushy Creek Regional Wastewater System Treatment Plant.

Michael Thane, Utilities and Environmental Services Director made the staff presentation.

A motion was made by Councilmember Baker, seconded by Councilmember Flores, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nay: 0

Absent: 0

G.10 [2019-0308](#)

Consider a resolution authorizing the Mayor to execute the First Amendment to the Amended and Restated Wholesale Water Supply and Wastewater Collection and Treatment Agreement with R&R Mobile Joint Venture.

Michael Thane, Utilities and Environmental Services Director made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Councilmember Young, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

G.11 [2019-0309](#)

Consider a resolution authorizing the Mayor to execute an Agreement with SKE Construction, LLC for the Dove Creek Waterline Replacement Project.

Michael Thane, Utilities and Environmental Services Director made the staff presentation.

A motion was made by Councilmember Baker, seconded by Councilmember Young, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

G.12 [2019-0304](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Austin Screen Printing for the purchase of apparel and customization services.

Rick Atkins, Parks and Recreation Director made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Councilmember Young, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

G.13 [2019-0303](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Georgetown Shirt Company for the purchase of apparel and customization services.

Rick Atkins, Parks and Recreation Director made the staff presentation.

A motion was made by Councilmember Flores, seconded by Councilmember Young, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

G.14 [2019-0301](#)

Consider a resolution authorizing the Mayor to execute a Quantity Adjustment/Change Order No. 1 with DeNucci Constructors, LLC for the Brushy Creek Trail Veterans Park to Rabb Park Project.

Rick Atkins, Parks and Recreation Director made the staff presentation.

A motion was made by Councilmember Flores, seconded by Councilmember Young, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

G.15 [2019-0316](#)

Consider a resolution authorizing the Mayor to execute a Commercial Contract - Unimproved Property with Terry J. Darilek and or Assignees for the sale of City-owned property located at 209-211 South Brown Street.

Brooks Bennett, Assistant City Manager made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Peckham, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

G.16 [2019-0295](#)

Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in adopting a Five-Year Funds Allocation Plan for FY 2020-2024.

Susan Morgan, CFO made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Councilmember Baker, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

G.17 [2019-0296](#)

Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in authorizing the issuance of Round Rock Transportation and Economic Development Corporation Senior Lien Sales Tax Revenue Bonds, Taxable Series 2019; approving a Paying Agent/Registrar Agreement, a Project Agreement and a Bond Purchase Agreement; approving an Official Statement; and approving other matters related thereto.

Susan Morgan, CFO made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Young, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

ORDINANCES:**H.1** [2019-0310](#)

Consider an ordinance amending Article II, Section 2-19, Code of Ordinances (2018 Edition) by establishing the third Thursday of September as a regular City Council meeting. (First Reading)*

Susan Morgan, CFO made the staff presentation.

A motion was made by Councilmember Young, seconded by Councilmember Baker, that the first reading of the Ordinance be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Peckham, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

H.2 [2019-0315](#)

Consider an ordinance repealing Ordinance Nos. O-2019-0078 and O-2019-0079 which zoned 30.36 acres and 8.03 acres of land located south of E. Old Settlers Blvd. and east of N. A.W. Grimes Blvd. as District MF-1 (Multifamily - Low Density) and as District C-2 (Local Commercial). (First Reading)*

Brad Wiseman, Planning and Development Services Director made the staff presentation.

A motion was made by Councilmember Young, seconded by Mayor Pro-Tem Baese, that the first reading of the Ordinance be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

A motion was made by Councilmember Peckham, seconded by Councilmember Baker, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

H.3 [2019-0313](#)

Consider public testimony regarding, and an ordinance rezoning 3.36 acres located south of E. Old Settlers Blvd. and east of N. A.W. Grimes Blvd. from the SF-3 (Single-Family - Mixed Lot) zoning district to the MF-1 (Multifamily - Low Density) zoning district. (First Reading)*

Brad Wiseman, Planning and Development Services Director made the staff presentation.

*Mayor Morgan opened the hearing for public testimony.
There being none, the public hearing was closed.*

A motion was made by Councilmember Baker, seconded by Councilmember Flores, that the first reading of the Ordinance be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

A motion was made by Councilmember Peckham, seconded by Mayor Pro-Tem Baese, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

H.4 [2019-0314](#)

Consider public testimony regarding, and an ordinance zoning 12.82 acres located south of E. Old Settlers Blvd. and east of N. A.W. Grimes Blvd. to the C-2 (Local Commercial) zoning district. (First Reading)*

Brad Wiseman, Planning and Development Services Director made the staff presentation.

*Mayor Morgan opened the hearing for public testimony.
There being none, the public hearing was closed.*

A motion was made by Councilmember Young, seconded by Councilmember Flores, that the first reading of the Ordinance be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Peckham, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

H.5 [2019-0312](#)

Consider public testimony regarding, and an ordinance zoning 25.58 acres located south of E. Old Settlers Blvd. and east of N. A.W. Grimes Blvd. to the MF-1 (Multifamily - Low Density) zoning district. (First Reading)*

Brad Wiseman, Planning and Development Services Director made the staff presentation.

*Mayor Morgan opened the hearing for public testimony.
There being none, the public hearing was closed.*

A motion was made by Mayor Pro-Tem Baese, seconded by Councilmember Young, that the first reading of the Ordinance be approved. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

A motion was made by Councilmember Peckham, seconded by Councilmember Young, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION:**J.1** [TMP-0584](#)

Consider Executive Session as authorized by §551.087, Government Code, to deliberate the offer of a financial or other incentive to business prospects considering Round Rock as a location for new businesses that would bring economic development to the City.

The City Council recessed to Executive Session. Mayor Morgan called the meeting to order at 7:21 pm and adjourned it at 8:19 pm.

The City Council reconvened to regular session with no action.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 8:25 pm.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 2 to the Professional Consulting Services Agreement with Valley View Consulting, L.L.C. for investment advisory services.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Susan Morgan, CFO

Cost: \$150,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Finance Department

Text of Legislative File 2019-0318

The City solicited proposals for investment advisory services in 2015. After careful evaluation, the contract was to Valley View Consulting. The proposal period was for up to 6 years; however, under the Public Funds Investment Act (PFIA), contract terms are limited to two years and require Council approval for each extension. The City has been very satisfied with the services provided by Valley View. The City would like to continue this relationship for an additional two-year term. The vendor's original contract price was \$75,000 per year and they have not requested an increase.

The City's cash and investment portfolio currently averages \$330 million, including bond proceeds. Valley View works as an extension of City staff to manage the daily and long-term needs of our portfolio; provides required reporting; evaluates best practices; makes recommended updates to the current investment policy; and assists staff in assessing programs and processes including evaluating proposals for the City's depository banking services agreement when needed.

Staff recommends approval.

Cost: \$150,000

Source of Funds: General Fund

RESOLUTION NO. R-2019-0318

WHEREAS, the City of Round Rock has previously entered into an Agreement for Professional Consulting Services with Valley View Consulting, L.L.C., (“Agreement”); and

WHEREAS, Valley View Consulting, L.L.C. has submitted Supplemental Agreement No. 2 to extend the term of the Agreement for the second and final twenty-four-month renewal term; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 2 with Valley View Consulting, L.L.C., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 2 to “City of Round Rock Agreement for Professional Consulting Services with Valley View Consulting, L.L.C.,” a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 8th day of August, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 2
TO "CITY OF ROUND ROCK AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES WITH
VALLEY VIEW CONSULTING, L.L.C."**

CITY OF ROUND ROCK

STATE OF TEXAS

COUNTY OF TRAVIS

COUNTY OF WILLIAMSON

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

THIS SUPPLEMENTAL AGREEMENT NO. 2 to "City of Round Rock Agreement for Professional Consulting Services with Valley View, L.L.C.," hereinafter called "Supplemental Agreement No. 2," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called the "City" and Valley View Consulting, L.L.C. hereinafter called the "Consultant."

WHEREAS, the City and Consultant executed the referenced "City of Round Rock Agreement for Professional Consulting Services," hereinafter called the "Agreement," on September 10, 2015 by Resolution No. R-2015-2798; and

WHEREAS, pursuant to Section 1.01 of the Agreement, the initial term of the Agreement was for twenty-four (24) months from the effective date thereof with two (2) allowable successive twenty-four (24) month renewal periods; and

WHEREAS, the parties extended the initial term of the Agreement for the first of two (2) allowable consecutive twenty-four (24) month renewal terms on August 10, 2017 by Resolution No. R-2017-4658; and

WHEREAS, the parties desire to extend the term of the Agreement for the second and final twenty-four (24) month renewal term; and

NOW THEREFORE, premises considered, and in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 2, the City and Consultant agree as follows:

I.

Pursuant to Section 1.01 of the Agreement, the term of the Agreement is renewed for the second and final allowable twenty-four (24) month renewal period. The twenty-four (24) month renewal term shall commence upon expiration of the first renewal term of the Agreement.

II.

This Supplemental Agreement No. 2 embodies the second and final of two (2) allowable twenty-four (24) month renewal periods and shall extend the original Agreement as to time only with no other changes in terms or conditions of the original Agreement.

IN WITNESS WHEREOF, the City and Consultant have executed this Renewal Agreement to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

VALLEY VIEW CONSULTING, L.L.C.

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

By: Richard G. Long, Jr.
Printed Name: RICHARD G. LONG, JR.
Title: MANAGER
Date Signed: 7/1/2019

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Valley View Consulting, L.L.C.
Huddleston, VA United States

Certificate Number:
2019-509636

Date Filed:
06/25/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

000000
Investment Advisory Services, Cash and Investment Management

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Long, Richard	Huddleston, VA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Julie S. Gerhardt, and my date of birth is 7-16-70.

My address is 2205 Woodcrest Drive, Lynchburg, VA, 24503, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Lynchburg ^{city} County, State of Virginia, on the 25 day of June, 20 19.
(month) (year)

Julie Gerhardt
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Brenntag Southwest, Inc. for the purchase of Sodium Permanganate.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$178,800.00

Indexes: Utility Fund

Attachments: Resolution, Exhibit A, Form 1295, Bid Tab

Department: Utilities and Environmental Services

Text of Legislative File 2019-0329

The City of Round Rock has developed a sodium permanganate chemical feed system at our raw water intake at Lake Georgetown. This chemical feed system is to mitigate taste and odor problems while also protecting our raw water pipeline from invasive zebra mussels. Previously, the City used Shannon Chemical for a 20% sodium permanganate chemical solution; however, a 40% sodium permanganate solution is more cost-effective for the utility to use.

The City initiated an invitation for bid in April 2019. Brenntag Southwest, Inc provided the lowest bid for the supply of the 40% sodium permanganate solution.

Cost: \$178,800

Source of Funds: Utility Fund

RESOLUTION NO. R-2019-0329

WHEREAS, the City of Round Rock (“City”) has duly advertised for bids for the purchase of Sodium Permanganate 40% in totes; and

WHEREAS, Brenntag Southwest, Inc. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Brenntag Southwest, Inc., Now
Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Water Treatment Chemicals from Brenntag Southwest, Inc., a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 8th day of August, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF WATER TREATMENT CHEMICALS
FROM
BRENNTAG SOUTHWEST, INC.**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

That this Agreement for purchase of Sodium Permanganate 40% in totes, referred to herein as the "Agreement," is made and entered into on this the ____ day of the month of _____, 2019, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and BRENNTAG SOUTHWEST, INC., whose offices are located at 6800 Manor Cove, Building 201, Manor, Texas 78653, referred to herein as the "Vendor." This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase Sodium Permanganate 40% in totes, and City desires to purchase same from Vendor; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods, and City has selected the bid submitted by Vendor; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.01 DEFINITIONS

- A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and Vendor is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated IFB 19-020 dated March 2019; (b) Vendor's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Vendor's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Vendor** means Brenntag Southwest, Inc., or any of its successors or assigns.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement shall be for thirty-six (36) months from the effective date hereof.

C. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply certain goods as outlined in IFB 19-020 dated March 2019. The goods which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A," incorporated herein by reference for all purposes.

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.01 COSTS

A. City agrees to pay for supplies during the term of this Agreement at the pricing set forth in "Attachment A – Bid Sheet" Exhibit "A."

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **One Hundred Seventy-Nine Thousand and No/100 Dollars (\$179,000.00) per year** for a total not-to-exceed amount of **Five Hundred Thirty-Seven Thousand and No/100 Dollars (\$537,000.00)** for the term of this Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Round Rock's bid, with the consent and agreement of the successful vendor(s) and Round Rock. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or
- B. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without incurring any liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

13.01 INSURANCE

Vendor shall meet all requirements as stated in the attached Invitation for Bid No. IFB 16-2013 and as set forth at:

https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

14.01 CITY'S REPRESENTATIVE

City hereby designates the following representative(s) authorized to act in its behalf with regard to this Agreement:

Michael Thane
Director of Utilities and Environmental Services
2008 Enterprise Drive
Round Rock, Texas, 78664
Telephone: (512) 218-3236
mthane@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Vendor abandons or defaults hereunder and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations hereunder;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, in the event of material and substantial breach by City, or by written mutual agreement to terminate.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all federal and state laws, City's Charter and Ordinances, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

20.01 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Brenntag Southwest, Inc.
6800 Manor Cove
Building 201
Manor, TX 78653

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephen L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

If a dispute or claim arises under this Agreement, the parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each party's senior management. If the parties cannot reach a mutually satisfactory resolution, then and in that event any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, City and Vendor shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any such void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not

responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Brenntag Southwest, Inc.

By: W. Thomas Crain, Jr.
Printed Name: W. Thomas Crain, Jr.
Title: President
Date Signed: June 21, 2019

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

SODIUM PERMANGANATE 40% IN TOTES

SOLICITATION NUMBER 19-020

MARCH 2019

Exhibit "A"

City of Round Rock
Sodium Permanganate 40% in Totes
IFB No. 19-020
Class/Item: 885-16
March 2019

SODIUM PERMANGANATE 40% IN TOTES PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in water treatment chemicals to provide all equipment, material, and labor necessary to supply Sodium Permanganate 40% in totes for treating potable water supplies.
2. **BACKGROUND:** The City of Round Rock operates a 52 million gallons per day surface water treatment plant, a five million gallons per day ground water plant and a six million gallons per day waste water effluent reuse plant. Each facility uses bulk treatment chemicals in their treatment processes.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Specifications	Page(s) 10-11
Attachment A – Bid Sheet	Page 12
Attachment B – Reference Sheet	Page 13

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Amanda Crowell Purchasing Technician Purchasing Division City of Round Rock Phone: 512-218-5458 E-mail: acrowell@roundrocktexas.gov	Cheryl Kaufman Purchasing Supervisor Purchasing Division City of Round Rock Phone: 512-218-5417 E-mail: ckaufman@roundrocktexas.gov
---	---

The individual(s) listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

Exhibit "A"

City of Round Rock
Sodium Permanganate 40% in Totes
IFB No. 19-020
Class/Item: 885-16
March 2019

5. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	March 26, 2019
Deadline for submission of questions	April 4, 2019 @ 5:00 PM, CST
City responses to questions or addendums	Approximately April 8, 2019 @ 5:00 PM, CST
Deadline for submission of responses	April 18, 2019 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:
<https://www.roundrocktexas.gov/businesses/solicitations/>.

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:
<http://www.roundrocktexas.gov/bids>.

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:
- City of Round Rock
Attn: Amanda Crowell
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299
- A. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- F. Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.
8. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original" and one identical electronic copy of the IFB response. The submittal is required to include all addendums and requested attachments.

Exhibit "A"

City of Round Rock
Sodium Permanganate 40% in Totes
IFB No. 19-020
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March 2019

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.

- ❑ **Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
- ❑ **Attachment A: BID SHEET:** The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
- ❑ **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

9. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- A. Purchase price;
- B. Reputation of Respondent and of Respondent's goods and services;
- C. Quality of the Respondent's goods and services;
- D. The extent to which the goods and services meet the City's needs;
- E. Respondent's past performance with the City;
- F. The total long-term cost to the City to acquire the Respondent's goods or services;
- G. Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

10. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances

- A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

Exhibit "A"

City of Round Rock
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11. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
12. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Exhibit "A"

City of Round Rock
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PART II DEFINITIONS, STANDARD TERMS AND CONDITONS AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing/>
2. **INSURANCE:** Insurance does not apply to this solicitation.

Exhibit "A"

City of Round Rock
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PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for thirty-six (36) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals or partnerships normally engaged in providing Sodium Permanganate 40% in totes as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - B. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in providing Sodium Permanganate 40%.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
 - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

Exhibit "A"

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6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
7. **PRICE INCREASE:** Contract prices for Sodium Permanganate 40% shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% for any single line item.
 - A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.
 - B. **Procedure to Request Increase:**
 - i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299
 - ii. Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
9. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.
10. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**
 - A. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.

Exhibit "A"

City of Round Rock
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- B. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.
 - C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
 - D. The vendor shall supply the following documents with each delivery:
 - i. Vendor shall provide the current Safety Data Sheet
 - ii. Vendor shall provide a certificate of analysis and/or certificate of conformance
11. **FREIGHT:** Price shall include FOB Destination, pre-paid and allowed unless otherwise specified in writing. Price shall be inclusive of demurrage charges. No fuel surcharges shall be allowed.
12. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
13. **PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
14. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://www.roundrocktexas.gov/businesses/solicitations/> once City Council has approved the recommendation of award and the agreement has been executed.
15. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - A. The method to provide a smooth and orderly transition of services performed from the current contractor;
 - B. Provide City contact(s) information for implementation of agreement.
 - C. Identify specific milestones, goals, and strategies to meet objectives.
16. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
 - A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative:**
Brandon Pritchett
Water Plant Superintendent
Phone: (512) 341-3133
E-mail: bpritchett@roundrocktexas.gov
17. **INTERLOCAL PURCHASING AGREEMENTS**
 - A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

Exhibit "A"

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PART IV SPECIFICATIONS

1. **Purpose:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in water treatment chemicals to provide all equipment, material, and labor necessary to supply and sodium permanganate 40% chemicals for treating potable water supplies.
2. **Background:** The City of Round Rock operates a fifty-two (52) million per day surface water treatment plant (WTP), a five (5) million gallons per day ground water plant and a six (6) million gallons per day waste water effluent reuse plant, each facility uses bulk treatment chemicals in their treatment processes.
3. **Responsibilities:**
 - A. **Contractor's Responsibilities**
 - i. The Contractor shall not deliver more than 20 totes of material at a time unless authorized in advance by the City.
 - ii. Totes shall be 275-gallon IBC totes with cages, no special cap needs were identified.
 - iii. Totes shall be picked up by the vendor upon delivery of new totes as needed at no additional cost to the City.
 - iv. The Vendor shall schedule delivery at least 24 hours in advance of their arrival with the City or Round Rock's designated point of contact and obtain approval prior to arriving on site.
 - v. Delivery shall occur between 7:00 a.m. - 4:00 p.m. Monday thru Friday, excluding City holidays.
 - vi. Delivery trucks will access the WTP through the front gate of the facility after ringing the bell and being let in.
 - B. **City's Responsibilities**
 - i. City personnel shall offload material using the City's forklift.
 - ii. The material shall be signed for by an authorized City of Round Rock employee- the Duty Operator or Chad Kinder.
 - iii. The City shall store these totes in an outside containment pad under an enclosed shelter out of direct sunlight.
4. **Chemical Requirements:**
 - A. All sodium permanganate 40% delivered shall meet the following standards:
 - i. Be approved as a drinking water additive in accordance with NSF/ANSI Standard 60.
 - ii. Contain 39 to 41.5% sodium permanganate.
 - iii. Have a pH between 5 and 8 standard units.
 - iv. Have a specific gravity of 1.36 to 1.39.
 - v. Be delivered in conformance with all applicable federal, state, and local laws. A certified weight ticket is required.
 - vi. Be in clean, properly identified, and labeled totes.
 - vii. Be delivered to:
Water Plant
5200 N. IH 35
Round Rock, Texas 78681

Exhibit "A"

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- B. Details of the raw water characteristics are as follows:

<u>Constituent</u>	<u>Average Concentration or Range</u>
Hardness	150 to 190 mg/L
Turbidity	1.0 to 4.0 NTU
Alkalinity	165 to 185 mg/L
Temperature	10 to 30 degrees Celsius
pH	7.2 to 8.0 s.u

- C. **Emergency Situations-** The successful Respondent shall maintain twenty-four (24) hour emergency service coverage for sodium permanganate 40%. The Contractor shall provide the following in the event of an emergency:
- Trained and certified personnel in hazardous materials response that shall be on-site within two (2) hours of emergency notification from the City.
 - Provide all necessary equipment and apparatuses for managing and remediating an emergency leak or release of sodium permanganate 40%. Provide and follow procedures for the removal and disposal of defective or leaking drums or containers.

Exhibit "A"

City of Round Rock
Sodium Permanganate 40% in Totes
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ATTACHMENT A BID SHEET

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 19-020 Sodium Permanganate 40% in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - 1.1 In order to be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
 - 1.2 The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - 1.3 In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>.
 - 1.4 By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
 - 1.5 The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

Exhibit "A"

Attachment A- Bid Sheet
Sodium Permanganate 40%
IFB 19-020

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB 19-020 Sodium Permanganate 40% in totes. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids will not be considered, modification to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

The expected tote should contain \approx 275 gallons of material with an average weight of \approx 3,190 pounds of material per tote.

No.	Description	Estimated Annual Quantity	Unit	Unit Cost	Extended Total
1	Sodium Permanganate 40% in totes	120,000	LB	\$1.49	\$178,800.00
Annual Total:					\$178,800.00

COMPANY NAME: Brenntag Southwest, Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Dakota Doyle

PHONE NUMBER: (512) 278-1600

EMAIL ADDRESS: gtullier@brenntag.com

Exhibit "A"

City of Round Rock
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ATTACHMENT B: REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 19-020

RESPONDENT'S NAME: Brenntag Southwest, Inc. DATE: April 17, 2019

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name Upper Trinity Regional Water District
Name of Contact Kari Schachere
Title of Contact Purchasing Specialist
E-Mail Address kchachere@utrwd.com
Present Address 900 N. Kealy Street
City, State, Zip Code Lewisville, Texas 75057
Telephone Number (972) 219-1228 Fax Number: (972)

2. Company's Name City of Corsicana
Name of Contact Allie Jordan
Title of Contact Environmental Services Director
E-Mail Address ajordan@ci.corsicana.tx.us
Present Address 200 N 12th Street
City, State, Zip Code Corsicana, Texas 75110
Telephone Number (903) 654-4889 Fax Number: (903) 654-4970

3. Company's Name City of Temple
Name of Contact Sarah Parker
Title of Contact Purchasing
E-Mail Address purchasing@templetx.gov
Present Address 3210 East Avenue H
City, State, Zip Code Temple, Texas 76501
Telephone Number (254) 298-5655 Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: IFB 19-020

Addendum No: 1

Date of Addendum: April 5, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

Q1. What is the typical number of totes Round Rock receives per delivery?

A1. We would take a delivery of 10 totes in a single delivery.

Q2. Who is the current supplier and what is the current price?

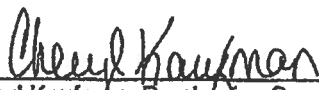
A2. We currently do not purchase this product in this concentration, so we have neither a current supplier nor a current price.

Q3. Will the City work with the supplier to have a recycler pick up the empty totes?

A3. Yes. We would have them ready to be picked up and would use our forklift on-site to load their truck if feasible.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Cheryl Kaufman, Purchasing Supervisor
Purchasing Office, 512-278-5417


April 5, 2019

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:


Name


Authorized Signature


Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

1. Identification

Product identifier SODIUM PERMANGANATE 40% NSF 1-WAY
Other means of identification None.
Recommended use ALL PROPER AND LEGAL PURPOSES
Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Brenntag Southwest, Inc.
Address 610 Fisher Road
 Longview, TX 75604
Telephone 903-759-7151
E-mail Not available.
Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Oxidizing liquids Category 2
Health hazards Serious eye damage/eye irritation Category 2A
 Specific target organ toxicity, single exposure Category 3 respiratory tract irritation
Environmental hazards Not classified.
OSHA defined hazards Not classified.

Label elements



Signal word Danger
Hazard statement May intensify fire; oxidizer. Causes serious eye irritation. May cause respiratory irritation.
Precautionary statement
Prevention Keep away from heat. Keep/Store away from clothing and other combustible materials. Take any precaution to avoid mixing with combustibles. Avoid breathing mist or vapor. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/eye protection/face protection.
Response If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a poison center/doctor if you feel unwell. If eye irritation persists: Get medical advice/attention. In case of fire: Use appropriate media to extinguish.
Storage Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC) None known.
Supplemental information None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
PERMANGANIC ACID (HMNO ₄), SODIUM SALT		10101-50-5	40
Other components below reportable levels			60

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

Exhibit "A"

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.
Skin contact	IF ON CLOTHING: rinse immediately contaminated clothing and skin with plenty of water before removing clothes. Wash off with soap and water. Get medical attention if irritation develops and persists.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.
Ingestion	Rinse mouth. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. May cause respiratory irritation.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.
General information	Take off all contaminated clothing immediately. Contact with combustible material may cause fire. If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Wash contaminated clothing before reuse.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	Greatly increases the burning rate of combustible materials. Containers may explode when heated. During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	In case of fire and/or explosion do not breathe fumes. In case of fire: Stop leak if safe to do so. Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	May intensify fire; oxidizer. Contact with combustible material may cause fire.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep away from clothing and other combustible materials. Wear appropriate protective equipment and clothing during clean-up. Avoid breathing mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	<p>Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Keep combustibles (wood, paper, oil, etc.) away from spilled material. Ventilate the contaminated area. Wear appropriate protective equipment and clothing during clean-up.</p> <p>Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Following product recovery, flush area with water.</p> <p>Small Spills: Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal. Clean surface thoroughly to remove residual contamination.</p> <p>Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. For waste disposal, see section 13 of the SDS.</p>
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Keep away from heat. Take any precaution to avoid mixing with combustibles. Keep away from clothing and other combustible materials. Avoid breathing mist or vapor. Avoid contact with eyes. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
-------------------------------	---

Conditions for safe storage, including any incompatibilities

Store locked up. Keep away from heat. Store in a cool, dry place out of direct sunlight. Store in original tightly closed container. Store in a well-ventilated place. Do not store near combustible materials. Store away from incompatible materials (see Section 10 of the SDS). Store away from incompatible materials (see Section 10 of the SDS).

Exhibit "A"

8. Exposure controls/personal protection

Occupational exposure limits

No exposure limits noted for ingredient(s).

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Provide eyewash station.

Individual protection measures, such as personal protective equipment

The following are recommendations for Personnel Protective Equipment (PPE). The employer/user of this product must perform a Hazard Assessment of the workplace according to OSHA regulations 29 CFR 1910.132 to determine the appropriate PPE for use while performing any task involving potential exposure to this product.

Eye/face protection

Chemical respirator with organic vapor cartridge and full facepiece.

Skin protection

Hand protection

Wear appropriate chemical resistant gloves. Be aware that the liquid may penetrate the gloves. Frequent change is advisable. Suitable gloves can be recommended by the glove supplier.

Other

Wear suitable protective clothing.

Respiratory protection

Chemical respirator with organic vapor cartridge and full facepiece.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Keep from contact with clothing and other combustible materials. Remove and wash contaminated clothing promptly. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state

Liquid.

Form

Liquid.

Color

Dark purple

Odor

ODORLESS

Odor threshold

Not available.

pH

Not available.

Melting point/freezing point

Not available.

Initial boiling point and boiling range

212 °F (100 °C) estimated

Flash point

Not available.

Evaporation rate

Not available.

Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%)

Not available.

Flammability limit - upper (%)

Not available.

Explosive limit - lower (%)

Not available.

Explosive limit - upper (%)

Not available.

Vapor pressure

Not available.

Vapor density

Not available.

Relative density

Not available.

Solubility(ies)

Solubility (water)

Not available.

Exhibit "A"

Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.

Other information

Density	11.43 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	May intensify fire; oxidizer.
Percent volatile	60 % estimated
Specific gravity	1.37

10. Stability and reactivity

Reactivity	Greatly increases the burning rate of combustible materials.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Heat. Contact with incompatible materials.
Incompatible materials	Combustible material. Reducing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Causes serious eye irritation.
Ingestion	Expected to be a low ingestion hazard.

Symptoms related to the physical, chemical and toxicological characteristics	Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. May cause respiratory irritation.
--	---

Information on toxicological effects

Acute toxicity	Not available.
Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Serious eye damage/eye irritation	Causes serious eye irritation.

Respiratory or skin sensitization

Respiratory sensitization	Not a respiratory sensitizer.
Skin sensitization	This product is not expected to cause skin sensitization.

Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
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Carcinogenicity	Not classifiable as to carcinogenicity to humans.
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IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	May cause respiratory irritation.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not an aspiration hazard.

12. Ecological information

Exhibit "A"

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN3214
UN proper shipping name	PERMANGANATES, INORGANIC, AQUEOUS SOLUTION, N.O.S. (SODIUM PERMANGANATE)
Transport hazard class(es)	
Class	5.1
Subsidiary risk	-
Packing group	II
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
ERG number	140
DOT information on packaging may be different from that listed.	

IATA

UN number	UN3214
UN proper shipping name	PERMANGANATES, INORGANIC, AQUEOUS SOLUTION, N.O.S. (SODIUM PERMANGANATE)
Transport hazard class(es)	
Class	5.1
Subsidiary risk	-
Packing group	II
Environmental hazards	No.
ERG Code	140
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number	UN1503
UN proper shipping name	SODIUM PERMANGANATE SOLUTION (PERMANGANIC ACID (HMNO4), SODIUM SALT)
Transport hazard class(es)	
Class	5.1
Subsidiary risk	-
Packing group	II
Environmental hazards	
Marine pollutant	No.
EmS	F-H, S-Q
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.



IATA; IMDG



15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

Classified hazard categories

Oxidizer (liquid, solid, or gas)
Serious eye damage or eye irritation
Specific target organ toxicity (single or repeated exposure)

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA)

Not regulated.

Drug Enforcement Administration (DEA). List 2, Essential Chemicals (21 CFR 1310.02(b) and 1310.04(f)(2) and Chemical Code Number

PERMANGANIC ACID (HMNO₄), SODIUM SALT 6588
(CAS 10101-50-5)

Drug Enforcement Administration (DEA). List 1 & 2 Exempt Chemical Mixtures (21 CFR 1310.12(c))

PERMANGANIC ACID (HMNO₄), SODIUM SALT 15 %WT
(CAS 10101-50-5)

DEA Exempt Chemical Mixtures Code Number

PERMANGANIC ACID (HMNO₄), SODIUM SALT 6588
(CAS 10101-50-5)

US state regulations**California Proposition 65****Exhibit "A"**

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	No
Canada	Non-Domestic Substances List (NDSL)	Yes
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Toxic Chemical Substances (TCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	02-04-2016
Revision date	04-02-2018
Version #	04
HMIS® ratings	Health: 2 Flammability: 0 Physical hazard: 2
NFPA ratings	Health: 0 Flammability: 0 Instability: 0 Special hazards: OX
Disclaimer	While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.
Revision information	This document has undergone significant changes and should be reviewed in its entirety.

Exhibit "A"

CERTIFICATE OF ANALYSIS

Product: CARUSOL® C Liquid Permanganate

Lot Number: 1901-5158

Date of Manufacture: 13-Jan-2018

Test	Result	Units	Min	Max
Assay	40.6	%	39.5	41
Specific Gravity at 25°C	1.379		1.36	1.39
pH at 25°C	6.9		5	8
Color	Purple Solution			
Odor	Pass			

Brenntag Prod Name SODIUM PERMANGATE 40%
Brenntag Prod Code 603840
Supplier Code 100239
Supplier Lot 1901-5158
PO 62441 Date 13-18 WHS 104
Brenntag LOT _____

Analyst: Terry Swope



Carus Corporation
1500 Eighth Street
LaSalle, IL 61301
www.caruscorporation.com

By: Lori Setchell

Lori Setchell
Quality Control Manager
815-224-8842

The data reported herein have been obtained by our laboratories. No guarantee can be assumed that other laboratories will obtain identical results. For any further information please contact our Quality Department.



TECHNICAL DATA SHEET

SODIUM PERMANGANATE 40%

Sodium Permanganate is an effective oxidant recommended for potable drinking water applications that require a concentrated permanganate solution. Applications include iron removal, manganese removal, mercaptan odor control, taste and odor control, disinfection by-product reduction, color reduction and radium reduction.

PRODUCT SPECIFICATIONS

Certified by NSF to ANSI/NSF Standard 60
Meets AWWA Standard B603-03

CHEMICAL/PHYSICAL DATA

Purity	40.0%-40.4%
Chloride	0.02% Max
Sulphate	0.005% Max
Water Insolubles	0.01% Max
K	0.15% Max
Pb	0.002% Max
Cd	0.002% Max
Ba	0.01% Max
pH	6.0-8.0
Density	1.36-1.39 g/cm ³

APPLICATIONS

- Drinking Water Purification
- Iron/Manganese Oxidation
- Taste and Odor Control
- Preoxidant for THM and HAA Control
- Hydrogen Sulfide Control
- Radium Removal
- Color Removal

BENEFITS

- Concentrated liquid oxidant
- More precise dosing of chemical
- Feed equipment is simplified
- Consistent concentration

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-508246

Date Filed:
06/21/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brenntag Southwest, Inc.
Longview, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
19-020
Sodium Permanganate 40% in Totes

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Brenntag North America, Inc.	Reading, PA United States	X	

5 Check only if there is NO Interested Party. ☐

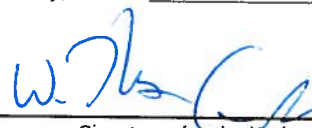
6 UNSWORN DECLARATION

My name is W. Thomas Crain, Jr., and my date of birth is 12/1/77.

My address is 7132 Tabor Drive, Dallas, TX, 75231, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 21st day of June, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
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	Brenntag North America, Inc.	Reading, PA United States	X	

5 Check only if there is NO Interested Party.

☐

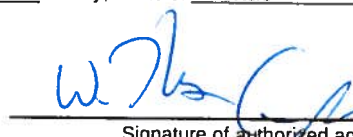
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Executed in Dallas County, State of Texas, on the 21st day of June, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

BID TABULATION				VENDOR #1		VENDOR #2		VENDOR #3	
IFB No: 19-020 Sodium Permanganate 40% in Totes				Brenntag Southwest, Inc Dakota Doyle-Branch Manager ddoyle@brenntag.com 512-278-1600		Carus Corportation Gerald B Curran VP, CFO bids@caruscorportaion.com 800-435-6856		Shannon Chemical Corp Daniel C Flynn President dcflynn@shannonchemical.com 610-363-9090	
BID OPENING DATE & TIME: 4/18/2019 @ 3:00 PM									
DESCRIPTION:									
Item #	Bid Item(s) Description	Quantity	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Sodium Permanganate 40%	120,000	LBS	\$1.49	\$178,800.00	\$1.52	\$182,400.00	\$1.54	\$184,800.00
				Total:	\$178,800.00	Total:	\$182,400.00	Total:	\$184,800.00



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Destination Analysts for a Tourism Impact Study.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Chad McKenzie, Sports Management & Tourism

Cost: \$150,000.00

Indexes: Hotel Occupancy Tax Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Sports Management and Tourism

Text of Legislative File 2019-0323

City of Round Rock Sports Management & Tourism department desires to contract with Consultant Destination Analysts to conduct a Tourism Impact Study. This Tourism Impact study will assist the City of Round Rock in gaining powerful insights into, and deepening it understanding, of those who visit Round Rock, the economic impact of tourism to Round Rock and benchmarking destination awareness and perceptions of Round Rock as a leisure, meetings, and sports destination.

Cost: \$150,000.00

Source of Funds: Hotel Occupancy Tax Fund

RESOLUTION NO. R-2019-0323

WHEREAS, the City of Round Rock desires to retain professional consulting services related to a Tourism Impact Study; and

WHEREAS, Destination Analysts has submitted an Agreement for Professional Consulting Services to provide said services, and

WHEREAS, the City Council desires to enter into said agreement with Destination Analysts,
Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services Related to a Tourism Impact Study with Destination Analysts, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 8th day of August, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES RELATED TO
A TOURISM IMPACT STUDY
WITH
DESTINATION ANALYSTS**

THE STATE OF TEXAS

§

THE CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

THIS AGREEMENT for professional consulting services related to a Tourism Impact Study for the City of Round Rock (the "Agreement"), is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (the "City"), and DESTINATION ANALYSTS, located at 1728 Union Street, Suite 310, San Francisco, California 94123 (the "Consultant").

RECITALS:

WHEREAS, a Tourism Impact Study for certain sporting events held at the City's sports facilities is desired by the City (the "Project"); and

WHEREAS, City has determined that there is a need for the delineated services; and

WHEREAS, City desires to contract with Consultant to conduct a Tourism Impact Study; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.0 EFFECTIVE DATE, DURATION, AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated as provided herein.

B. The term of this Agreement shall be for twenty-four (24) months from the date of execution.

C. City and the Consultant reserve the right to review the Agreement at any time, and may elect to terminate the Agreement with or without cause or may elect to continue.

2.0 SCOPE OF SERVICES

Consultant has issued its proposal for services, such proposal for services being attached to this Agreement as Exhibit "A" titled "Scope of Services," which shall be referred to as the Scope of Services of this Agreement and incorporated herein by reference for all purposes.

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "A." Consultant shall perform services in accordance with this Agreement, in accordance with the appended Scope of Services and in accordance with due care and prevailing consulting industry standards for comparable services.

3.0 LIMITATION TO SCOPE OF SERVICES

Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant and City agree that the Scope of Services to be performed is enumerated in Exhibit "A" and may only be modified by a written Supplemental Agreement executed by both parties as described in Section 9.0.

4.0 CONTRACT AMOUNT

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not-to-exceed **One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)**.

5.0 INVOICE REQUIREMENTS; TERMS OF PAYMENT

Invoices: To receive payment, Consultant shall prepare and submit detailed invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices for professional services shall track the referenced Scope of Work, and shall detail the services performed, along with documentation for each service performed. Payment to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by the City. Such invoices shall conform to the schedule of services and costs in connection therewith.

Should additional backup material be requested by the City relative to service deliverables, Consultant shall comply promptly. In this regard, should the City determine it necessary, Consultant shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.

Payment of Invoices: The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay

Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.01 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

6.0 INSURANCE

Consultant shall meet all City of Round Rock Insurance Requirements set forth at:
https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

7.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to Consultant will be made within thirty (30) days of the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the services, whichever is later. Consultant may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the City in the event:

- (a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

8.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year.

9.0 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

10.0 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that the City or Consultant may terminate this Agreement for the convenience of the City or Consultant, upon thirty (30) days' written notice to Consultant or City, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this Project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the Project, Consultant shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the terminating party and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

Default: Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the

time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

11.0 NON-SOLICITATION

Except as may be otherwise agreed in writing, during the term of this Agreement and for twelve (12) months thereafter, neither the City nor Consultant shall offer employment to or shall employ any person employed then or within the preceding twelve (12) months by the other or any affiliate of the other if such person was involved, directly or indirectly, in the performance of this Agreement. This provision shall not prohibit the hiring of any person who was solicited solely through a newspaper advertisement or other general solicitation.

12.0 INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.

- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

13.0 CONFIDENTIALITY; MATERIALS OWNERSHIP

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Neither the City nor Consultant will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own proprietary and confidential information.

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement (the "Deliverables"); and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement (other than Deliverables). Consultant shall have the right to retain copies of the Deliverables and other items for its archives. Consultant's working papers and Consultant's Confidential Information (as described herein) shall belong exclusively to the Consultant. "Working papers" shall mean those documents prepared by Consultant during the course of performing the Project including, without limitation, schedules, analyses, transcriptions, memos, designed and developed data visualization dashboards and working notes that serve as the basis for or to substantiate the Project. In addition, Consultant shall retain sole and exclusive ownership of its know-how, concepts, techniques, methodologies, ideas, templates, dashboards, code and tools discovered, created or developed by Consultant during the performance of the Project that are of general application and that are not based on City's Confidential Information hereunder (collectively, "Consultant's Building Blocks"). To the extent any Deliverables incorporate Consultant's Building Blocks, Consultant gives City a non-exclusive, non-transferable, royalty-free right to use such Building Blocks solely in connection with the deliverables. Subject to the confidentiality restrictions mentioned above, Consultant may use the deliverables and the Building Blocks for any purpose. Except to the extent required by law or court order, City will not otherwise use, or sublicense or grant any other party any rights to use, copy or otherwise exploit or create derivative works from Consultant's Building Blocks.

City shall have a non-exclusive, non-transferable license to use Consultant's Confidential Information for City's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables.

14.0 WARRANTIES

Consultant represents that all services performed hereunder shall be performed consistent with generally prevailing professional or industrial standards, and shall be performed in a

professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this representation.

15.0 LIMITATION OF LIABILITY

Should any of Consultant's services not conform to the requirements of the City or of this Agreement, then and in that event the City shall give written notification to Consultant; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth herein, then this Agreement may be terminated for default.

In no event will Consultant be liable for any loss, damage, cost or expense attributable to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

Neither party's liability, in contract, tort (including negligence) or any other legal or equitable theory, (a) shall exceed the professional fees paid or due to Consultant pursuant to this Agreement or (b) include any indirect, incidental, special, punitive or consequential damages, even if such party has been advised of the possibility of such damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings of revenue.

16.0 INDEMNIFICATION

Consultant shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Agreement, which are caused by or which result from the negligent error, omission, or negligent act of Consultant or of any person employed by Consultant or under Consultant's direction or control.

Consultant shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such negligent activities by Consultant, its agents, or employees.

17.0 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

18.0 LOCAL, STATE AND FEDERAL TAXES

Consultant shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. The City will not do the following:

- (1) Withhold FICA from Consultant's payments or make FICA payments on its behalf;
- (2) Make state and/or federal unemployment compensation contributions on Consultant's behalf; or
- (3) Withhold state or federal income tax from any of Consultant's payments.

If requested, the City shall provide Consultant with a certificate from the Texas State Comptroller indicating that the City is a non-profit corporation and not subject to State of Texas Sales and Use Tax.

19.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Consultant, its consultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of a contract. The signatory executing this Agreement on behalf of Consultant verifies Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

20.0 FINANCIAL INTEREST PROHIBITED

Consultant covenants and represents that Consultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required hereunder.

21.0 DESIGNATION OF REPRESENTATIVES

The City hereby designates the following representative authorized to act on its behalf with regard to this Agreement:

Chad McKenzie
Director of Sports Management and Tourism
221 East Main Street
Round Rock, TX 78664
(512) 218-5488
cmckenzie@roundrocktexas.gov

22.0 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (1) When delivered personally to recipient's address as stated herein; or
- (2) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Consultant:

Destination Analysts
1728 Union Street, Suite 310
San Francisco, CA 94123

Notice to City:

City Manager, City of Round Rock
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

23.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of Texas.

24.0 EXCLUSIVE AGREEMENT

The terms and conditions of this Agreement, including exhibits, constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, either written or oral, with respect to the subject matter hereof. The parties expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or

representative for each party.

25.0 DISPUTE RESOLUTION

The City and Consultant hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

26.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

27.0 STANDARD OF CARE

Consultant represents that it is specially trained, experienced and competent to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner acceptable to the City and according to generally accepted business practices.

28.0 GRATUITIES AND BRIBES

City, may by written notice to Consultant, cancel this Agreement without incurring any liability to Consultant if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Consultant or its agents or representatives to any City Officer, employee or elected representative with respect to the performance of this Agreement. In addition, Consultant may be subject to penalties stated in Title 8 of the Texas Penal Code.

29.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure an anticipatory repudiation of this Agreement.

30.0 MISCELLANEOUS PROVISIONS

Time is of the Essence. Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each Phase of this Agreement within the agreed Project schedule may constitute a material breach of the Agreement.

Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

Force Majeure. Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

Section Numbers. The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

Waiver. No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

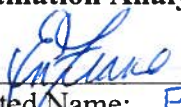
[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Destination Analysts

By: 
Printed Name: Erin Francis
Title: CEO
Date Signed: July 11, 2019

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"



EXECUTIVE SUMMARY

CITY OF ROUND ROCK, TEXAS

TOURISM IMPACT STUDY RESEARCH PROPOSAL

Exhibit "A"

EXECUTIVE SUMMARY

This research proposal outlines Destination Analysts' recommended methodology and overall approach to conduct Tourism Impact Research on behalf of the City of Round Rock to study the city's visitors, the economic impact associated with those visitors and measure the image, perception and awareness of Round Rock, the Austin Metropolitan Area and the State of Texas. Destination Analysts proposes a multi-faceted research approach consisting of both quantitative and qualitative methodologies. These four components are outlined below:

- **Visitor Intercept Survey** – an in-person survey distributed to Round Rock visitors throughout key locations of the city. This survey will target all visitors who live outside the area, including hotel guests, home rental visitors, visiting friends and relatives (VFRs) who stay in private residences, those staying in other lodging alternatives, and day-trip visitors.
- **Survey of Meeting & Sports Planners** – an online survey distributed to meeting planners who hold events in Round Rock via email invitation. To help estimate the impact of the meetings industry to City—including any event sponsor spending and partner spending—Destination Analysts will collect data from meeting and sports planners who hold events in Round Rock.
- **Survey of Leisure Travelers** – an online survey distributed to Texas residents and out-of-state residents via an online sample provider. This survey will provide the key insights for the Image, Perception & Awareness Study.
- **In-Depth Interviews with Meeting & Sports Planners** – online video interviews conducted with meetings and sports planners to support learning about Round Rock as a meetings and sports destination.

Exhibit "A"

Destination  Analysts
DO YOUR RESEARCH



RESEARCH PROPOSAL



CITY OF ROUND ROCK

TOURISM IMPACT STUDY: RFP NO. 19-018

Research proposal prepared for the City of Round Rock by Destination Analysts, Inc.

Exhibit "A"



Destination
Analysts

DO YOUR RESEARCH

April 5, 2019

Amanda Crowell
Purchasing Technician
Purchasing Division
City of Round Rock

Dear Amanda,

Thank you for the opportunity to present this proposal to assist the City of Round Rock in gaining powerful insights into, and deepening its understanding of, those who visit Round Rock, the economic impact of tourism to Round Rock and benchmarking destination awareness and perceptions of Round Rock as a leisure, meetings and sports destination.

Destination Analysts' enthusiasm for this project is rooted in our expertise providing research that will effectively profile a destination's visitor and manage and grow a destination's tourism brand—thereby increasing the positive economic benefits of tourism to the greater community. Our perspective and extensive experience working in the destination marketing industry places us in a unique position to provide significant value to the City of Round Rock in facilitating this project and delivering these insights.

Presented following are our recommended research approach and methodologies, company qualifications, estimated project timeline and cost proposal. Please let me know if you have any questions or need further information about our submittal.

We appreciate your positive consideration of our response, and greatly look forward to the opportunity to work with the City of Round Rock on this important endeavor.

Warm regards,

Erin Francis-Cummings
President & CEO
Destination Analysts, Inc.

Exhibit "A"

CITY OF ROUND ROCK TOURISM IMPACT STUDY RESEARCH PROPOSAL

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TAB I – BUSINESS ORGANIZATION

CITY OF ROUND ROCK, TEXAS

TOURISM IMPACT STUDY RESEARCH PROPOSAL

Exhibit "A"

BUSINESS ORGANIZATION

Destination Analysts has one corporate office located at 1728 Union Street, Suite 310 San Francisco, CA and one satellite office in Seattle, WA. All proposed work for the City of Round Rock will be performed at Destination Analysts corporate office in San Francisco, CA. Destination Analysts operates as a Corporation within the state of California and was incorporated in 2003.

TAB 2 – SYSTEM CONCEPT AND SOLUTION

CITY OF ROUND ROCK, TEXAS

TOURISM IMPACT STUDY RESEARCH PROPOSAL

Exhibit "A"

SYSTEM CONCEPT AND SOLUTION

This research proposal outlines Destination Analysts' recommended methodologies and overall approach to conduct a Tourism Impact Study on behalf of the City of Round Rock. The key objectives of this study are to develop a comprehensive understanding of current visitors to the City of Round Rock, determine the economic impact those visitors have on the local community, as well as garnering insights about the Round Rock destination brand, in order to ultimately generate incremental visitation to the city.

Destination Analysts understands and has designed a research plan to fulfill the requirements detailed within Part IV – Scope of Work of RFP No. 19-018.

PROJECT OVERVIEW AND OBJECTIVES

As the City of Round Rock has an opportunity to continue growing tourism through effective marketing, research can provide critical insights into the most efficient means of achieving this. Understanding the destination, its visitors, and traveler sentiment about the destination is key to effective communication and, in the end, moving the needle. Destination Analysts will thus design this research to:

- Develop visitor and demographic profiles of leisure visitors to Round Rock
- Evaluate what visitors seek from the Round Rock visitor experience
- Identify elements of the Round Rock visitor experience that are currently successful, as well as elements that can be added and improved
- Provide detail on trip behaviors such as spending, travel party, length of stay and season of visit
- Evaluate the economic impact of tourism to the City of Round Rock
- Measure the City of Round Rock, Austin Metropolitan Area and the State of Texas as leisure travel destinations in terms of awareness, overall image and perceptions
- Assess the travel planning process, including resources used and planning times for potential visitors

Exhibit "A"

FULFILLMENT OF RESEARCH OBJECTIVES

The following matrix shows the objectives that will be fulfilled by conducting each of the proposed research components.

	Visitor Intercept Survey	Survey of Meeting & Sports Planners	Survey of Leisure Travelers	In-Depth Interviews with Meeting & Sports Planners
Visitor Profile Study	X			
Economic Impact Analysis	X	X		
Image, Perception & Awareness Study	X	X	X	X
Additional Recommendations	X	X	X	X

RECOMMENDED APPROACH AND METHODOLOGY

Destination Analysts recommends a mixed quantitative and qualitative research methodology to gather the necessary data for this multi-faceted study. The four recommended components of this overall research strategy include:

- Visitor Intercept Survey
- Survey of Meeting & Sports Planners
- Survey of Leisure Travelers
- In-Depth Interviews with Meeting & Sports Planners

Each of these research components are described in detail following.

VISITOR PROFILE & ECONOMIC IMPACT STUDY: VISITOR INTERCEPT SURVEY

To benchmark the incidence of the types of visitors (e.g., hotel guests, VFRs, day-trippers) and their origins (e.g., in-state vs. out-of-state) and collect valuable feedback from visitors while they are in-market, Destination Analysts recommends conducting a Visitor Intercept Survey at locations throughout Round Rock that will target all visitors who live outside Round Rock, TX. Working closely with the City of Round Rock, Destination Analysts will develop the survey questionnaire which will address topics such as:

- Visitor point of origin
- Visitor arrival and departure methods

Exhibit "A"

- Activities and attractions visited in-market
- Length of stay
- Detailed in-market spending
- Rate of first-time visitors to the destination
- Likelihood to return
- Inspiration/motivations for visiting Round Rock
- Visitor perceptions of the destination
- Satisfaction with the visitor experience
- Travel party composition
- Visitor demographics
- Trip planning resources utilized
- Other topics of interest to the City of Round Rock or the RRCVB

As part of the visitor intercept survey efforts, Round Rock residents will be asked their incidence of hosting visiting friends/relatives. This will allow Destination Analysts to estimate the proportion of VFRs to Round Rock, which will ultimately be used in the visitor volume and economic impact analysis.

Destination Analysts will support the City of Round Rock in securing permission for Destination Analysts staff to survey at partner attractions, hotels and any associated special events (or other areas deemed appropriate to intercept visitors). Survey sites may include partners such as Dell Diamond, Round Rock Premium Outlets, Round Rock Sports Center, Rock 'n' River Aquatic Center, Austin Marriott North and/or Holiday Inn Austin North.

Destination Analysts staff will fully manage a team of surveyors to conduct these in-person surveys of visitors. The team of surveyors will be comprised of local residents within or near Round Rock who will be required to complete a comprehensive survey training and orientation session prior to surveying at locations throughout the destination. All surveyors will be identified by City of Round Rock logo shirts (either provided by the City of Round Rock or Destination Analysts will have shirts with the logo made) and badges with the City of Round Rock logo (made by Destination Analysts).

The total visitor sample collected will be dependent on budget, however we recommend that our team collect a minimum of 800 completed surveys from visitors across two survey waves. 400 completed surveys will be collected during each wave. While the dates of each survey wave will be finalized in close consultation with the City of Round Rock, we suggest the first survey wave to be completed in June and the second in October. We also recommend that the City of Round Rock provide a small branded item (or similar) as an incentive to

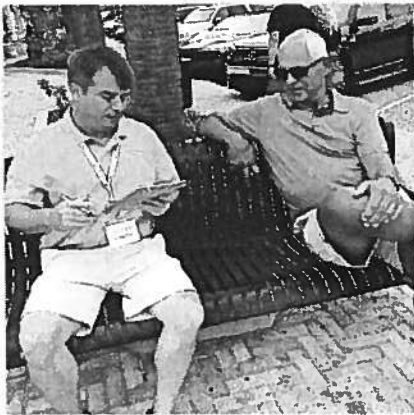
Exhibit "A"

visitors to take the survey, if possible. Destination Analysts will work directly with the participating attractions and hotels on the scheduling of our survey staff to intercept at their properties.

After data collection is complete, Destination Analysts will institute an appropriate weighting plan as necessary before analyzing the data and preparing the reporting deliverable.

Destination Analysts will manage all aspects of the Visitor Intercept Survey, including survey questionnaire development, survey scheduling and logistics, hiring, training and managing the local team of surveyors, survey data collection, data analysis and report development.

Below are images from visitor intercept survey projects Destination Analysts has managed:



A Destination Analysts team member surveys a St. Pete/Clearwater visitor.



A Destination Analysts team member surveys a Lexington visitor.

VISITOR PROFILE & ECONOMIC IMPACT STUDY: SURVEY OF MEETING & SPORTS PLANNERS

Data collected in the Visitor Intercept Survey will be used to estimate visitor volume and used as inputs into an analysis of the economic impact of tourism. However, in order to accurately assess the incidence of visitor and market segments and to build a comprehensive destination economic impact model, a Survey of Meeting & Sports Planners is also recommended.

This survey will be used to help estimate the impact of the meetings and sports industry to the City of Round Rock—including event organizer and sponsor spending—Destination Analysts will collect annual data from meeting and sports planners who hold events in Round Rock. Towards the end of the period of study, the City of Round Rock (and any hotel partners who would be willing to share their client's contact information with the City) will send Destination Analysts a list of meeting and sports planners who held events in Round Rock during the period of study. Destination Analysts will then send an email to these planners inviting them to take a brief online survey, in exchange for a \$10 Amazon.com e-gift card. [Note: Should the City of Round Rock wish to

Destination Analysts' Research Proposal in Response to RFP No. 19-018

Exhibit "A"

send the emails to meeting and sports planner clients themselves, Destination Analysts will provide support as needed.]

VISITOR PROFILE & ECONOMIC IMPACT STUDY: ECONOMIC IMPACT ANALYSIS

Data from the Visitor Intercept Survey and the Survey of Meeting & Sports Planners will be used in our proprietary economic impact model, which will in turn provide the City of Round Rock with annual estimates of:

- Total economic impact of tourism to the city
- Detailed visitor spending profiles
- Jobs generated by tourism in the city
- Taxes generated for the city by tourism
- Total and detailed tourism payroll
- Resident tax burden offset by tourism revenues

Please note that the City of Round Rock should also provide Destination Analysts with the following data:

- Any data related to visitor volume
- Transient occupancy tax collections
- Property tax collections (paid by hotel properties)
- Sales tax rate (% retained by the city)
- Sales tax rate (% retained by the State of Texas)
- Any tourism taxes collected by tourism-related businesses (i.e., hotels, major tourist attractions, etc.)

IMAGE, PERCEPTION AND AWARENESS STUDY: SURVEY OF LEISURE TRAVELERS

For the Image, Perception and Awareness Study, Destination Analysts recommends an online Survey of Leisure Travelers to provide quantitative measurements of Round Rock's key destination brand drivers and develop profiles of aspirational visitors to Round Rock, as well as measure awareness and perceptions of potential visitors to:

- City of Round Rock
- Austin Metropolitan Area
- State of Texas

Exhibit "A"

DEVELOPMENT OF SURVEY QUESTIONNAIRE

Working closely with the City of Round Rock, Destination Analysts will develop and design the survey questionnaire to address the study's primary research objectives. Once the survey questionnaire is finalized, Destination Analysts will program and test the online survey instrument. Destination Analysts implements a thorough internal testing process for online surveys to ensure that the survey instrument is flawless and ready for distribution. Once the online survey is finalized and approved by the City of Round Rock, it will then be distributed to travelers who fit the respondent profile through Destination Analysts partner sample provider.

SAMPLING PLAN

Destination Analysts recommends the Survey of Leisure Travelers be distributed to a sample of in-state residents as well as a nationally representative sample of out-of-state residents. The national representation would provide a more holistic look at leisure travelers and their incidence and likelihood of visiting Round Rock, Austin and the state of Texas for leisure purposes. We recommend a minimum sample of 1,200 completed surveys. 600 completed surveys will be collected from Texas residents and 600 completed surveys will be collected from out-of-state residents.

Survey respondents will be screened for basic traveler behaviors to meet the following requirements:

- Age 21 and older
- Primary or shared responsibility of travel planning
- Took at least one leisure trip in the past year of 50 or more miles away from home

ABOUT DESTINATION ANALYSTS' PARTNER SAMPLE PROVIDER

Destination Analysts will use premier global sample provider Dynata/Research Now/SSI (Survey Sampling International) to distribute the online survey. Dynata/Research Now/SSI employs a broad, multi-sourced approach to recruit online panel participants worldwide. Participants are recruited via partnerships with trusted loyalty programs as well as online ads, website messaging, TV advertising and offline advertising. Messaging encourages people to give their opinion, with a wide variety of relevant rewards offered in exchange. A broad, diverse recruitment and reward strategy is a superior way to achieve maximum representation within online sampling. Broad recruitment ensures the best representation not only of demographics, but also of psychographics.

Dynata/Research Now/SSI rigorously maintains its panel of 12 million participants to ensure they are engaged in honest practices, provide high quality data and are properly incentivized. As mentioned previously, Destination Analysts only works with panel providers who validate the source of an IP address in order to ensure that it is consistent with the residence of a given survey respondent. Dynata/Research Now/SSI's quality control product, Destination Analysts' Research Proposal in Response to RFP No. 19-018

Exhibit "A"

SSI Verify, has built-in IP verification functionality. SSI Verify also prevents the same respondent from completing the same survey more than once. Any respondents who fail verification processes are immediately removed from SSI's panel of participants.

DATA COLLECTION, PROCESSING & ANALYSIS

Destination Analysts will be responsible for all aspects of this research study, including online data collection, data processing, data cleansing, data analysis and reporting. Our culture of client dedication ensures the quality and consistency of data collected for all research studies. For quantitative research studies, this includes several quality control procedures, data processes and mechanisms to ensure the validity and reliability of data collected. These include:

- **Survey Length:** Destination Analysts determines a minimum length of interview to ensure that a respondent is not speeding through the survey.
- **Data Monitoring:** Once a survey has fielded, a Destination Analysts team member monitors survey responses, checking data at least 2 times per 24-hour period. This includes inspection of open-ended responses to ensure that respondents who wrote in nonsense answers are removed and not counted.
- **De-duplication:** Destination Analysts carefully checks data from several data points within the survey to ensure that there are no duplicate respondents. Furthermore, Destination Analysts will "de-dupe" all lists provided by the MDP against those who have already completed the survey. Thus, those who have completed the survey will not receive another email invitation.
- **Unique ID:** Settings in Destination Analysts' survey software ensure that only survey respondents with a unique ID can enter and complete the survey. Any respondents without an ID or who have an ID identical to one that has already completed the survey will be automatically terminated from the survey.
- **Unique IP Address:** Settings in Destination Analysts' survey software ensure that only survey respondents with a unique IP address can enter and complete the survey. Any respondents who have an IP address identical to one that has already completed the survey will be automatically terminated from the survey.

In addition to these quality control procedures, we thoroughly audit and cleanse data both during and after data collection. During data collection, we screen open-ended responses to ensure that survey respondents write in valid responses. Should an open-ended response be invalid (e.g., non-sense answers), sampling is adjusted accordingly to ensure that only sound, accurate data is used in the study.

Exhibit "A"

We also employ a strict outlier control process when analyzing and cleansing data. This ensures that only reasonable data is accounted for within the data set.

DATA REPORTING

Once all data from the survey is collected, Destination Analysts will clean and analyze it in preparation for reporting deliverable development. This report of findings will consist of an executive summary, infographic summaries, data analysis and representative visuals, including charts and data tables.

IMAGE, PERCEPTION AND AWARENESS STUDY: IN-DEPTH INTERVIEWS WITH MEETING & SPORTS PLANNERS

Qualitative research can yield deep and powerful insight into opinions and perceptions about a destination. As part of the Image, Perception and Awareness Study, Destination Analysts recommends qualitative research via in-depth interviews with meeting and sports planners. This will provide insights relative to meeting/conference planners and sporting events and provide a means to delve far into perceptions of and associations with Round Rock, adding depth to the quantitative survey findings.

The meeting and sports planners who will participate in the in-depth interviews will include a mix of those who have planned a meeting/sports event in Round Rock as well as planners who have not planned a meeting/sports event in the destination. For this component of the research, we request the City of Round Rock's assistance in securing participants via its meeting and sports planner clients and potential clients. Destination Analysts will also recruit meeting and sports planner participants through our existing research panel. All meeting and sports planners will be compensated for their time. Destination Analysts recommend conducting a minimum of 12 in-depth interviews.

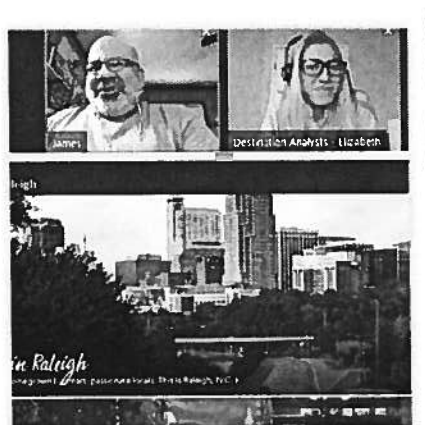
In addition to a screener questionnaire that must be completed by meeting and sports planners, all potential participants will complete additional screening via phone interview. If selected for the project, participants will also take part in a five-minute pre-interview technical check at least 24 hours in advance of their scheduled interview.

A cost-effective alternative to traditional methods, in-depth interviews via online video conference allow the same level of engagement with participants while saving travel and facility rental expenses. Respondents are more comfortable in their own environment, making them more apt to share their feelings in greater depth. They also have the time and are in the appropriate environment to think deeply about their opinions. Up to 6

Exhibit "A"

City of Round Rock staff and/or stakeholders may observe the in-depth interviews in real-time online and pass questions to the moderator via private chat function.

Below are images from similar qualitative research studies in which Destination Analysts conducted in-depth interviews with meeting and sports planners:



A Destination Analysts team member conducts an in-depth interview with a meeting planner.



A Destination Analysts team member conducts an in-depth interview with a meeting planner.

ADDITIONAL RECOMMENDATIONS

The City of Round Rock is interested in identifying potential new attraction types to Round Rock that would complement existing venues. Identifying potential new attractions will support the City of Round Rock in its ultimate objectives of:

- Increasing overall visibility and recognition of Round Rock as a destination
- Stimulation of hotel room night and meetings/convention bookings

Destination Analysts thus recommends adding questions specific to identifying potential new attractions in the Visitor Intercept Survey, Survey of Meetings & Sports Planners and Survey of Leisure Travelers. Furthermore, the discussion guide for the In-Depth Interviews with Meeting & Sports Planners will include topics related to potential attractions that would enhance Round Rock as a meetings and sports destination. Destination Analysts will analyze the findings from the four research components and will aggregate data specific to potential new attractions in one final report.

TAB 3 – PROGRAM

CITY OF ROUND ROCK, TEXAS

TOURISM IMPACT STUDY RESEARCH PROPOSAL

Exhibit "A"

PROGRAM

Destination Analysts' technical plan for accomplishing the research components outlined in Tab 2 of this proposal is detailed in the project timelines below assuming an August 2019 start date. These timelines illustrate the tasks, sub-tasks, milestones, decision points and plan for accomplishment related to the Scope of Work detailed in Tab 2. The line items provided for each research project detail the steps that Destination Analysts will take in proceeding from the project kick off call to the final tasks of delivering the report of findings and presenting the research results.

Visitor Profile & Economic Impact Study: Visitor Intercept Survey and Survey of Meeting & Sports Planners	Estimated Month
Project discovery and planning kick-off call	August 2019
Visitor Intercept Survey: Questionnaire development and approval	August 2019
Visitor Intercept Survey: Review, testing and finalization of questionnaire	August 2019
Visitor Intercept Survey: Scheduling, planning and logistics for Wave 1	August – September 2019
Visitor Intercept Survey: Wave 1 data collection	September 2019
Visitor Intercept Survey: Wave 1 data cleansing, data cross-tabulations, data coding and data analysis	October 2019
Visitor Intercept Survey: Wave 1 interim report development	October 2019
Visitor Intercept Survey: Wave 1 interim report of findings delivered	November 2019
Visitor Intercept Survey: Scheduling, planning and logistics for Wave 2	December 2019
Visitor Intercept Survey: Wave 2 data collection	January 2020
Survey of Meeting & Sports Planners: Questionnaire development and approval	February 2020
Survey of Meeting & Sports Planners: Review, testing and finalization of questionnaire	February 2020
Survey of Meeting & Sports Planners: Online data collection	March 2020
Tax rates and other secondary data sent to Destination Analysts	March 2020
Visitor Intercept Survey: Wave 2 data cleansing, data cross-tabulations, data coding and data analysis	April 2020
Survey of Meeting & Sports Planners: Data cleansing, data cross-tabulations, data coding and data analysis	April 2020

Exhibit "A"

Economic Impact Analysis	April 2020
Visitor Profile & Economic Impact Study: Development of final report of findings	May 2020
Final report of findings delivered	June 2020
Online/In-person presentation of findings	TBD at City of Round Rock's convenience
Image, Perception and Awareness Study: Survey of Leisure Travelers and In-Depth Interviews with Meeting & Sports Planners	Estimated Month
Project discovery and planning kick-off call	December 2019
Survey of Leisure Travelers: Questionnaire development and approval	December 2019
Survey of Leisure Travelers: Review, testing and finalization of questionnaire	December 2019
Survey of Leisure Travelers: Online data collection	January 2020
In-Depth Interviews with Meeting & Sports Planners: Research overview, recruiting guidelines and screener questionnaire development	January 2020
In-Depth Interviews with Meeting & Sports Planners: Recruiting of meeting & sports planner participants	January 2020
In-Depth Interviews with Meeting & Sports Planners: Discussion guide development	January 2020
In-Depth Interviews with Meeting & Sports Planners: Interviews conducted	February 2020
Survey of Leisure Travelers: Data cleansing, data cross-tabulations, data coding and data analysis	February 2020
Image, Perception and Awareness Study: Development of final report of findings	March 2020
Final report of findings delivered	April 2020
Online/In-person presentation of findings	TBD at City of Round Rock's convenience

Exhibit "A"

Additional Recommendations	Estimated Month
Analysis of all data collected for the Visitor Profile & Economic Impact Study and Image, Perception and Awareness Study	June 2020
Development of final report of findings specific to potential new attractions to Round Rock	June 2020
Final report of findings delivered	July 2020
Online/In-person presentation of findings	TBD at City of Round Rock's convenience

Destination Analysts complies with all applicable rules and regulations of Federal, State and Local governing entities as well as all terms stated within and pertaining to RFP No. 19-018

DELIVERABLES

During the period of study for the Visitor Profile & Economic Impact Study, the City of Round Rock will be provided with an interim report of topline findings, which will incorporate all visitor data collected to date.

At the end of the period of study, the City of Round Rock will receive the following deliverables for the Visitor Profile & Economic Impact Study:

- Comprehensive final Round Rock Visitor Profile & Tourism Economic Impact Study report, including an Executive Summary, summary profiles of key visitor segments, visual representations and data analysis
- Comparative analysis of traveler demographics and segments of interest (e.g., point of origin, age, place of stay, etc.)
- Economic impact estimates
- A set of custom cross-tabulations per the City of Round Rock's request
- Online or in-person presentation of final findings
- PowerPoint file of presentation findings

The City of Round Rock will receive the following deliverables for the Image, Perception and Awareness Study:

- Comprehensive final Round Rock Image, Perception and Awareness Study report, including an Executive Summary, visual representations and data analysis
- A set of custom cross-tabulations per the City of Round Rock's request
- Online or in-person presentation of final findings

Exhibit "A"

- PowerPoint file of presentation findings

The City of Round Rock will receive the following deliverables related to Destination Analysts' additional recommendations to identify potential new attractions for Round Rock:

- Comprehensive final report regarding new attractions, including an Executive Summary, visual representations and data analysis
- Online or in-person presentation of final findings
- PowerPoint file of presentation findings

EXAMPLE REPORTING

The following example reporting pages are from other similar Visitor Profile & Economic Impact and Image, Perception and Awareness studies conducted by Destination Analysts:

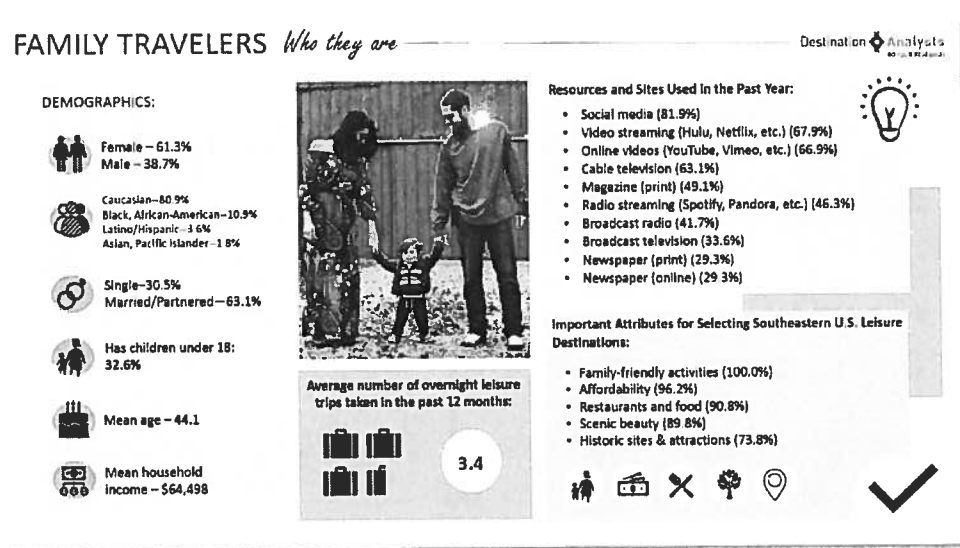


Exhibit "A"

SPORTS FANATICS

Who they are

Destination Analysis

About this Persona:

- Professional sporting events (NBA, MLB, NFL, NHL, etc.) is important
- Washington, DC offers professional sporting events is interesting

DEMOGRAPHICS:

Caucasian	71.8%
Black, African American	11.8%
Asian, Pacific Islander	7.8%
Latino / Hispanic	7.3%
Single	22.3%
Married/Partnered	69.9%
Mean age	42.8
Mean household income	\$98,420



Average number of leisure trips taken in the past 12 months: 4.5

Cities Visited in Past 3 years (aided)

New York City, NY	32.5%
Miami, FL	29.5%
Chicago, IL	29.0%
Los Angeles, CA	26.7%
Atlanta, GA	22.9%

Key Psychographics (% rating themselves 8-10)

Spending time with my family and making memories with them is important to why I travel	85.6%
When I travel, I prioritize experiencing unique local offerings that I can't get elsewhere	75.0%
I happily spend more for higher quality things	74.4%
I have done research on a location before I go on vacation	73.6%
Having experiences where I can really get a sense for the essence and culture of a place is important	71.4%

Travel Behaviors & Changes

More luxurious / extravagant leisure trips	27.0%
More leisure trips with family / friends	26.2%
More leisure trips to destinations I have not visited previously	25.6%
More cost friendly / budget leisure trips	24.6%



Top Activities Participated In

Dining in Restaurants	77.6%
Horse Farm Tour	32.4%
Shopping	31.8%
Historic Homes	30.0%
Distillery Tour/Tasting	24.6%
Nightlife	20.4%

Top Methods of Arrival

Mean hotel spend daily - \$138.90
Mean # of people in hotel room - 2.3

Point of Origin: Top States

1. Kentucky (14.5%)
2. Ohio (9.4%)
3. Florida (8.7%)
4. Illinois (5.2%)
5. Michigan (5.1%)
6. Tennessee (5.1%)
7. Texas (5.1%)
8. California (3.9%)



Top Attractions Visited

3.5 Days (on Average)

Travel Party Size

3:1 People
11.8% Traveled with Children

Daily Spending

\$147.55 Per Person

Top Motivations for Visiting

- Friends or family in the area (20.6%)
- Lexington's historical sites (20.2%)
- Kentucky Horse Park (19.5%)
- Bourbon/Distilleries (19.3%)
- Keeneland (19.3%)

Key Demographics

Average Age	51.4
Average Annual Household Income	\$141,171
Are Married	67.5%

Destination Analysis

TAB 4 – PROJECT MANAGEMENT STRUCTURE

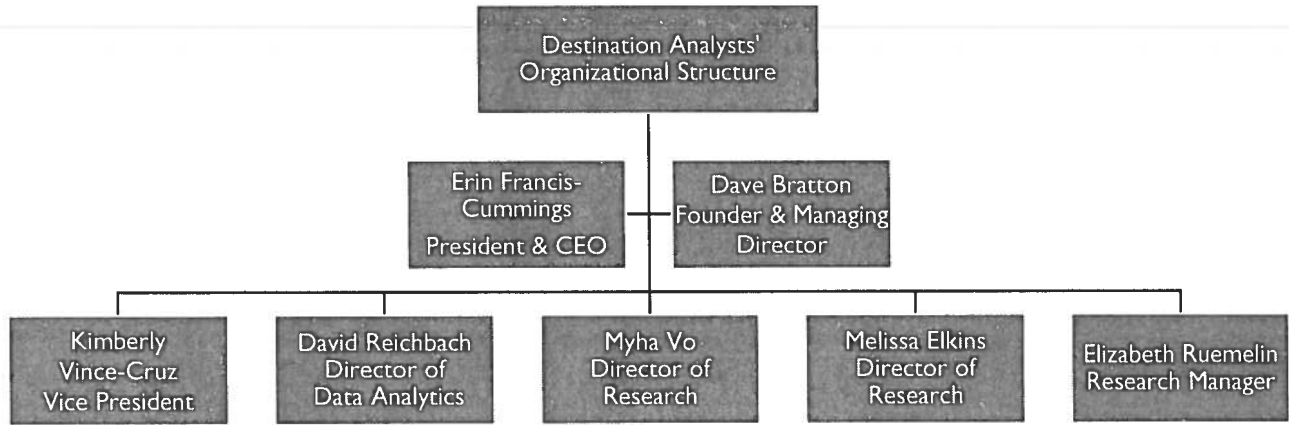
CITY OF ROUND ROCK, TEXAS

TOURISM IMPACT STUDY RESEARCH PROPOSAL

Exhibit "A"

PROJECT MANAGEMENT STRUCTURE

Below is a chart depicting the organizational structure of Destination Analysts.



Erin-Francis Cummings and Dave Bratton will be the project leaders, with the remaining five employees in supporting roles of this research project. Myha Vo, Melissa Elkins and Elizabeth Ruemelin will report to Destination Analysts' Vice President, Kimberly Vince-Cruz who will serve as a liaison to the chief research designer, Erin Francis-Cummings. David Reichbach will report directly to David Bratton.

Myha Vo will serve as the primary point of contact with the City of Round Rock project management and team personnel.

TAB 5 – PRIOR EXPERIENCE

CITY OF ROUND ROCK, TEXAS

TOURISM IMPACT STUDY RESEARCH PROPOSAL

Exhibit "A"

PRIOR EXPERIENCE

Destination Analysts is a full-service market research company that provides the travel industry with a breadth of insights through actionable storytelling of data—from the comprehensive understanding of target audiences, to ROI analysis and economic forecasts. Founded in 2003 by tourism marketing and research professionals, we have a uniquely valuable understanding of the informational needs of destination marketing organizations, as well as an unrivaled expertise in the design and execution of research strategies to meet those needs.

Destination Analysts provides its 170+ clients with exceptional intelligence to ever evolve the effectiveness of their tourism marketing and advertising strategies, and thus is highly experienced in facilitating comprehensive visitor profile and tourism economic impact studies as well as extensive brand, image and perception studies—particularly to the objectives desired by the City of Round Rock. Drawing on three decades of experience and a commitment to progressive methodologies and analysis strategies, our team has worked with numerous destinations on the city, state and national level helping them measure, track and improve all aspects of their brands.

For example, Destination Analysts conducts an exhaustive on-going study on behalf of Visit St. Petersburg/Clearwater to track and measure the economic impact of visitors to the destination. Destination Analysts employs a multi-faceted research approach which is informed by an array of surveys, including:

- Potential travelers in key markets
- Visitors while they are in-market
- Hoteliers and lodging partners
- Residents regarding visiting friends and relatives
- Attendees to major events and festivals
- Meeting and event planner clients

Armed with comprehensive profiles of key visitor segments, Visit St. Pete/Clearwater is able to communicate the elements of its brand most likely to convert potential visitors to the area. Utilizing the collected visitor profile data with Destination Analysts' Destination Economic Impact Model, the organization is able to create detailed estimates of visitor spending and volume for each of these segments. With these assets, Visit St. Pete/Clearwater is able to effectively position the destination to travelers worldwide and continue to grow tourism to the area.

Destination Analysts also conducts an annual Visitor Profile and Economic Impact Study on behalf of Visit Napa Valley which employs a mixed methodology to develop an accurate visitor profile, actionable intelligence to work with in developing their advertising and marketing strategies and an understanding of how much growth in

Exhibit "A"

visitation has impacted the county. The research plan implemented for this project included four components described below:

- Self-administered survey of lodging guests conducted at numerous lodging properties to determine the types of visitors that came to Napa Valley and stayed in paid lodging accommodations
- Visitor intercept survey conducted on a random sample of visitors at various Napa Valley locations and attractions to understand more about visitors who did not stay in paid lodging, such as visiting friends and relatives (VFR's) or day-trippers
- Supplemental telephone survey of Napa Valley homes to quantify the number of VFR's who stayed overnight in a private home
- Surveys of meeting planners and local area hoteliers conducted to develop estimates of expenditures made to plan events in the area

Utilizing our Destination Economic Impact Model, Visit Napa Valley has been able to estimate visitor spending and volume in detail. Combined with a comprehensive visitor profile, Visit Napa Valley can more effectively position itself to travelers and communicate the value of tourism to the local community.

Regarding Destination Analysts' experience facilitating image, perception and awareness studies, our firm was hired by the Fort Worth Convention & Visitors Bureau with the intention of seeking insights to cultivate a strategy to capitalize on their brand's assets and ultimately grow year-around tourism to their city. Knowing the critical importance of understanding Fort Worth's current and potential customers, Destination Analysts designed a research study for the CVB's marketing team to:

- Identify what elements of the brand most emotionally connect with travelers and to which types of travelers
- Measure travelers' overall associations, perceptions and their depth of understanding of the Fort Worth brand
- Provide travelers' evaluation of Fort Worth's destination attributes
- Assess Fort Worth's competitive position as a destination brand and identify areas of strength and opportunity

Destination Analysts employed an online survey of a random, representative sample of ~3,000 travelers in Fort Worth's top in-state and out-of-state visitor markets. This, combined with a creative, custom questionnaire provided a rich data set from which to mine many important and unexpected findings. The findings from this research provided the Fort Worth CVB with a comprehensive analysis of the city's strongest destination brand components—and, as importantly—how much they own these brand assets relative to their fiercely competitive destinations. This research is then repeated at regular intervals in order to extensively track the brand's performance, as well as the CVB's marketing program's influence on that performance.

Exhibit "A"

Similar to the Fort Worth CVB's need to determine consumer opinion, Visit San Antonio didn't know how people felt about their brand and they needed to determine precisely where their resources would best be directed, and whom they should be targeting. Destination Analysts recommended a quantitative research approach to guide their transition to a persona-based marketing strategy. In order to determine the personas of travelers that demonstrated the most interest in San Antonio experiences and how these travelers perceive the San Antonio destination brand, Destination Analysts identified the personas that comprised San Antonio's visitor mix, focusing on those that were most interested in San Antonio's brand assets, expressed the highest interest and likelihood to visit and represented the greatest economic impact for conversion. We also developed and applied an algorithm to prioritize these personas according to their concentration throughout the United States as well as in Canada and Mexico. This research uncovered the highest priority personas as well as revealing which personas would be best to focus on for the long-term health of the San Antonio brand.

REFERENCES

Destination Analysts has recently conducted similar research projects to this proposed scope of work for the following travel & tourism industry clients. The City of Round Rock is welcome to contact these tourism references:

IRVING CONVENTION & VISITORS BUREAU

- Project: Visitor Profile & Economic Impact Study
- Project Year: 2007 – Present
- Reference Name: Diana Pfaff
- Title: Vice President, Marketing & Communications
- Phone: (972) 252-7476
- Email: dpfaff@irvingtexas.com



FORT WORTH CONVENTION & VISITORS BUREAU

- Project: Fort Worth Brand Study
- Project Year: 2018 – present
- Reference Name: Mitch Whitten
- Title: Vice President of Marketing
- Phone: (817) 698-7841
- Email: mitchwhitten@fortworth.com



Exhibit "A"

VISITLEX

- Project: Visitor Profile Study
- Project Year: 2017-2018
- Reference Name: Gathan Borden
- Title: Vice President of Marketing
- Address: 215 West Main Street Ste. 150, Lexington, KY 40507
- Phone: (502) 727-4214
- Email: gborden@visitlex.com



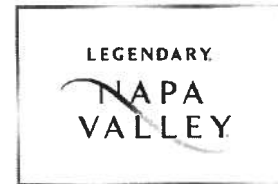
VISIT ST. PETE/CLEARWATER

- Project: Visitor Profile and Tourism Economic Impact Study
- Project Year: 2018 – Present
- Reference Name: Leroy Bridges
- Title: Vice President
- Phone: (727) 421-7432
- Email: leroy@visitspc.com



VISIT NAPA VALLEY

- Project: Visitor Profile and Tourism Economic Impact Study
- Project Year: 2013 – Present
- Reference Name: Clay Gregory
- Title: President & CEO
- Phone: (707) 260-0111
- Email: clay@visitnapavalley.com



ALEXANDRIA CONVENTION & VISITORS ASSOCIATION

- Project: Brand, Visitor & New Audience Research
- Project Year: 2019 – Present
- Reference Name: Tom Kaiden
- Title: Chief Operating Officer
- Phone: (703) 652-5361
- Email: tkaiden@visitalexva.com



Exhibit "A"



TAB 6 – PERSONNEL

CITY OF ROUND ROCK, TEXAS

TOURISM IMPACT STUDY RESEARCH PROPOSAL

Exhibit "A"

PERSONNEL

Destination Analysts' lead research team has extensive experience in conducting, managing and executing visitor profile and tourism economic impact studies and brand research on behalf of our travel and tourism clients. The following presents resumes of Destination Analysts' lead research team.



Erin Francis Cummings – President & CEO

A go-to expert resource in the destination marketing industry, Erin Francis-Cummings has spent the last two decades studying travelers from across the globe and translating their evolving, complex and fascinating behaviors and opinions into marketing insights for Destination Analysts' 170+ clients.

Erin has designed research strategy and facilitated consumer research for some of the world's greatest destination brands, including Bermuda, the Fiji Islands, California and Florida. Erin currently serves on the international Board of Directors for the Travel and Tourism Research Association and is a frequent speaker for U.S. Travel, Destinations International and other industry events. Prior to leading Destination Analysts, she held advertising and marketing management roles at Amtrak and San Francisco Travel, and holds a Bachelor's degree in political science from the University of California Los Angeles.

Erin will design the research plan that achieves the City of Round Rock's goals and objectives and will serve as the principal architect of the research reporting deliverable. Erin will oversee all aspects of this research, including research design, management, data analysis and reporting. Erin will devote 10% of her time on her assigned tasks for this research project.



Dave Bratton – Founder & Managing Director

Dave Bratton is a widely respected DMO industry thought leader. He is well known for his creative approach to market research which is supported by rigorous, carefully-designed programs. Dave's work has been recognized with several awards, including being named as one of HSMAI's 25 Most Extraordinary Minds in Sales and Marketing. Prior to founding Destination Analysts, he spent a decade pioneering new tourism research techniques and digital marketing for San Francisco Travel as

Director of Marketing and Research. Before coming to the travel industry, he worked as an economist for the United States Department of Commerce, Bureau of Economic Analysis in Washington, D.C. and was a contributor to the noted journal, *Survey of Current Business*. Dave holds a Bachelor of Science in Economics from Iowa State University and a Master of Arts in Economics from the University of Arizona.

Exhibit "A"

As Destination Analysts' in-house economist, Dave will conduct the economic impact modeling and will also oversee all aspects of this research, including research design, management, data analysis and reporting. Dave will devote 15% of his time on his assigned tasks for this research project.



Kimberly Vince-Cruz – Vice President

Having spent the last decade conducting market research for destinations, the travel trade and meetings industry, Kimberly directs and implements the vision of all Destination Analysts' research studies. Kimberly brings a wealth of experience to our clients—overseeing project launch, data collection and analysis for all research projects, from in-depth brand research to ROI and conversion studies. Kimberly is a sought resource in the industry for her expertise in DMO website usability,

audience profile, analytics and conversion, and was recognized as one of California Travel Association's "30 And Under" Tourism Emerging Leaders. She holds a Bachelor of Arts in American Studies and Ethnicity with a minor in Spanish from the University of Southern California.

Kimberly will play an instrumental role in the organization and execution of Destination Analysts' research approach for the City of Round Rock as well as writing and developing final project reports. Kimberly will devote 10% of her time on her assigned tasks for this research project.



David Reichbach – Director of Analytics & Data Security

David Reichbach is a highly regarded information privacy attorney who received his JD from the University of San Francisco. David oversees the analysis, retention and security of data collected in Destination Analysts' diverse research programs. With his BS in Engineering, Mathematics and Statistics from the University of California, Berkeley and a passion for technology, David brings his specialization and skills to Destination Analysts' quantitative studies with extensive experience in data

segmentation and analysis. He is also highly valued by Destination Analysts' clients for his leadership in qualitative research, including focus group moderation and user experience research. David is a frequent speaker on technology's role in tourism insights at travel industry events.

In addition to writing data cross-tabulations for the City of Round Rock, David will be in charge of programming the online survey instruments and data segmentation. David will devote 10% of his time on his assigned tasks for this research project.

Exhibit "A"



Myha Vo – Director of Research

As Destination Analysts' Director of Research, Myha manages the operational planning and implementation for Destination Analysts' suite of research studies. She has presided over year-long robust visitor profile research programs as well as designed and executed comprehensive audience analysis and traveler persona research for destinations across the U.S. Myha is also an exemplary moderator in Destination Analysts' qualitative research programs, including in-depth interviews and online focus groups of leisure travelers, meeting planners, DMO stakeholders and travel trade. Her graphic design background and skills guide the visual layout of Destination Analysts' report deliverables. Myha holds a Bachelor of Science in Biology from California State Polytechnic University, Pomona.

Myha will be highly involved in planning and managing the Visit Intercept Survey fieldwork as well as report development and report writing. Myha will also play an instrumental role in the graphic design and visual layout of reporting deliverables Myha will devote 10% of her time on her assigned tasks for this research project.



Melissa Elkins – Director of Research

The former Director of Research for the Arizona Office of Tourism, Melissa brings her thirteen years of highly-skilled tourism research practitioner to her servicing of Destination Analysts clients. Melissa plays an instrumental role in managing the multiple components of each research project, for both quantitative and qualitative efforts. Prior to joining Destination Analysts, Melissa also spent a year working with the Wyoming Office of Tourism, launching and managing their expansive tourism research programs. In her nine years at the Arizona Office of Tourism, she led the annual strategic segmentation analysis of AOT's target audiences and pre/post campaign research efforts. Melissa has served as a board member for the Greater Western Travel & Tourism Association and holds a Bachelor's degree in Business Administration from the University of New Mexico.

Melissa will carefully review all final reporting deliverables for the City of Round Rock. Melissa will devote 10% of her time on her assigned tasks for this research project.



Elizabeth Ruemelin – Research Manager

Elizabeth's analytical skills, thoughtful approach in providing solutions to questions and challenges and proficiency in the Mandarin language are highly valued assets by the Destination Analysts team as well as our DMO clients. From managing on-the-ground field surveyor teams for visitor research to her keen reporting analysis for destination brand perception studies, she is quickly developing her market research

Exhibit "A"

expertise. During her tenure at Destination Analysts, she continues to strengthen her skills in reporting and delivering invaluable insights to DMO clients.

Elizabeth will manage the fieldwork team for the Visitor Intercept Survey, from training surveyors to managing data collection. Elizabeth will devote 10% of her time on her assigned tasks for this research project.

TAB 7 – AUTHORIZED NEGOTIATOR

CITY OF ROUND ROCK, TEXAS

TOURISM IMPACT STUDY RESEARCH PROPOSAL

Exhibit "A"

AUTHORIZED NEGOTIATOR

Erin Francis-Cummings, President & CEO of Destination Analysts is authorized to negotiate Contract terms and render binding decisions on Contract matters. Erin's contact information is listed below:

- Name: Erin Francis-Cummings
- Address: 1728 Union Street, Suite 310 San Francisco, CA 94123
- Phone: (415) 716-7983
- Email: erin@destinationanalysts.com

TAB 8 – ATTACHMENTS AND ADDENDUM

CITY OF ROUND ROCK, TEXAS

TOURISM IMPACT STUDY RESEARCH PROPOSAL

Exhibit "A"

ATTACHMENTS AND ADDENDUM

All necessary attachments and addendums are attached on the following pages.

TAB 9 – COST PROPOSAL

CITY OF ROUND ROCK, TEXAS

TOURISM IMPACT STUDY RESEARCH PROPOSAL

Exhibit "A"

COST PROPOSAL

Destination Analysts estimates the following costs to conduct this Tourism Impact Study on behalf of the City of Round Rock. The proposed cost to conduct the Tourism Impact Study, which includes the Visitor Profile & Economic Impact Study and the Image, Perception & Awareness Study, shall not exceed \$150,000. These costs are based on the recommended methodologies and sampling plans described earlier. While Destination Analysts recommends the sample sizes cited in this proposal, the costs can be adjusted down based on a smaller sample size. However, it should be noted that segmentation may be limited, and in some instances, may not be possible, with smaller sample sizes.

Project	Cost
Visitor Profile & Economic Impact Study: Visitor Intercept Survey and Survey of Meeting & Sports Planners	\$90,000
Image, Perception and Awareness Study: Survey of Leisure Travelers and In-Depth Interviews with Meeting & Sports Planners	\$30,450
Additional Recommendations	\$8,400
Additional Contingency Budget	\$21,150
TOTAL	\$150,000

Project costs below are reflective of all Destination Analysts' research services to conduct, manage and execute this Tourism Impact Study, including:

- Research discovery and planning
- Survey questionnaire development
- Survey programming and design
- Fieldwork and data collection
- Deployment of survey email invitation
- Data preparation and cleansing
- Data analysis
- Custom data cross-tabulations
- Reporting
- Online presentation of findings

Exhibit "A"

- In-person presentation of findings
- Management and fulfillment of incentives

The data tables below present the category of personnel, hourly rates and estimated hours for each project task.

Visitor Profile & Economic Impact Study: Visitor Intercept Survey and Survey of Meeting & Sports Planners	Category of Personnel	Hourly Rate	Estimated Hours
Project discovery and planning kick-off call	Manager, Senior Analyst, Analyst	\$175	3
Visitor Intercept Survey: Questionnaire development and approval	Manager, Senior Analyst	\$175	16
Visitor Intercept Survey: Review, testing and finalization of questionnaire	Analyst	\$165	8
Visitor Intercept Survey: Scheduling, planning and logistics for Wave 1	Manager, Analyst	\$165	16
Visitor Intercept Survey: Wave 1 data collection	Manager, Analyst	\$165	100
Visitor Intercept Survey: Wave 1 data cleansing, data cross-tabulations, data coding and data analysis	Senior Analyst	\$175	32
Visitor Intercept Survey: Wave 1 interim report development	Manager, Senior Analyst, Analyst	\$175	50
Visitor Intercept Survey: Scheduling, planning and logistics for Wave 2	Manager, Analyst	\$165	16
Visitor Intercept Survey: Wave 2 data collection	Manager, Analyst	\$165	100
Survey of Meeting & Sports Planners: Questionnaire development and approval	Manager, Senior Analyst	\$175	12
Survey of Meeting & Sports Planners: Review, testing and finalization of questionnaire	Analyst	\$165	6
Survey of Meeting & Sports Planners: Management and monitoring of online data collection	Analyst	\$165	8
Visitor Intercept Survey: Wave 2 data cleansing, data cross-tabulations, data coding and data analysis	Senior Analyst	\$175	32
Survey of Meeting & Sports Planners: Data cleansing, data cross-tabulations, data coding and data analysis	Senior Analyst	\$175	16
Economic Impact Analysis	January 2020	\$200	24
Visitor Profile & Economic Impact Study: Development of final report of findings	Manager, Senior Analyst, Analyst	\$175	40
Online/In-person presentation of findings	Manager, Senior Analyst	\$175	8

Exhibit "A"

Image, Perception and Awareness Study: Survey of Leisure Travelers and In-Depth Interviews with Meeting & Sports Planners	Category of Personnel	Hourly Rate	Estimated Hours
Project discovery and planning kick-off call	Manager, Senior Analyst, Analyst	\$175	3
Survey of Leisure Travelers: Questionnaire development and approval	Manager, Senior Analyst	\$175	16
Survey of Leisure Travelers: Review, testing and finalization of questionnaire	Analyst	\$165	8
Survey of Leisure Travelers: Management and monitoring of online data collection	Analyst	\$165	8
In-Depth Interviews with Meeting & Sports Planners: Research overview, recruiting guidelines and screener questionnaire development	Senior Analyst	\$175	8
In-Depth Interviews with Meeting & Sports Planners: Recruiting of meeting & sports planner participants	Analyst	\$165	16
In-Depth Interviews with Meeting & Sports Planners: Discussion guide development	Senior Analyst	\$175	8
In-Depth Interviews with Meeting & Sports Planners: Interviews conducted	Manager, Senior Analyst, Analyst	\$175	12
Survey of Leisure Travelers: Data cleansing, data cross-tabulations, data coding and data analysis	Manager, Analyst	\$165	16
Image, Perception and Awareness Study: Development of final report of findings	Manager, Senior Analyst	\$175	40
Online/In-person presentation of findings	Manager, Senior Analyst	\$175	8

Additional Recommendations	Category of Personnel	Hourly Rate	Estimated Hours
Development of final report of findings	Manager, Senior Analyst, Analyst	\$175	40
Online/In-person presentation of findings	Manager, Senior Analyst	\$175	8

Exhibit "A"

The data table below presents the itemized cost of supplies and materials, travel expenses and printing. These costs are included in the total project fee of \$128,850, excluding the additional contingency budget of \$21,150.

Itemized Costs	Estimated Cost
Paper surveys for visitor intercept surveys	\$600
Badges and polo shirts for visitor intercept surveyors	\$100
Clipboards and pens for visitor intercept surveys	\$50
Travel expenses for Wave 1 visitor intercept survey data collection	\$2,000
Travel expenses for Wave 2 visitor intercept survey data collection	\$2,000
Travel expenses for in-person presentation of findings	\$1,000

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-515594

Date Filed:
07/11/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Destination Analysts, Inc.
San Francisco, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

000000 Tourism Impact Study
Tourism Impact Research on behalf of the City of Round Rock

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



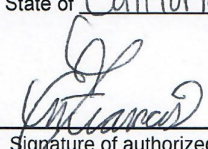
6 UNSWORN DECLARATION

My name is Erin Francis, and my date of birth is September 5, 1978.

My address is 1728 Union Street, #310, San Francisco, CA, 94123, USA.
(street) (city) (state) (zip code) (country)

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

Executed in San Francisco County, State of California, on the 11 day of July, 2019.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to General Datatech, L.P. for network services at the Luther Peterson Service Center.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Heath Douglas, Information Technology Director

Cost: \$94,932.77

Indexes: Self-Financed Water Construction

Attachments: Resolution, Quote, Form 1295

Department: Information Technology

Text of Legislative File 2019-0332

This request is part of approved project to construct the City's new Luther Peterson Service Center (LPSC). The quote is for the required network equipment to provide connectivity to the users and equipment inside of LPSC and to existing CORR facilities.

Cost: \$94,932.77

Source of Funds: *Self-Financed Water Construction*

RESOLUTION NO. R-2019-0332

WHEREAS, the City of Round Rock (“City”) desires to purchase networking services for the Luther Peterson Service Center; and

WHEREAS, the City is a member of the State Department of Information Resources (“DIR”);
and

WHEREAS, General Datatech, L.P. is an approved vendor of the DIR; and

WHEREAS, the City wishes to issue a purchase order in the amount of \$94,932.77 to General Datatech, L.P., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the City Manager is hereby authorized and directed to issue a purchase order to General Datatech, L.P. for the purchase of networking services for the Luther Peterson Service Center.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 8th day of August, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Quotation # Q20093582 - CoRR - Luther Peterson Service Center



999 Metromedia Place
Dallas, Texas 75247
Account Manager Casey Brydson
casey.brydson@gdt.com
512-750-9476

DIR-TSO-4167

7/3/2019

Product and Maintenance					
Product	Description	QTY	Price	Total Price	
	Main Bldg.				
Cisco					
C9300-48U-A	Catalyst 9300 48-port UPOE, Network Advantage	4	\$ 5,414.50	\$ 21,658.00	
CON-SNT-C93004UA	SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Adva - 3 year	4	\$ 604.08	\$ 2,416.31	
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	4	\$ 612.50	\$ 2,450.00	
C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	4	\$ 3,077.20	\$ 12,308.80	
ISR4321-V/K9	Cisco ISR 4321 Bundle, w/UC License	1	\$ 1,864.30	\$ 1,864.30	
CON-SNT-ISR4321V	SNTC-8X5XNBD Cisco ISR 4321 UC Bundle, PVDMA-32, UC L	1	\$ 309.21	\$ 309.21	
NIM-4FXO	4-port Network Interface Module - FXO (Universal)	1	\$ 585.00	\$ 585.00	
SRST-EP	Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	1	\$ 17.55	\$ 17.55	
CON-ECMU-SRSTGTEP	SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License	1	\$ 8.76	\$ 8.76	
AIR-AP2802I-BK910	802.11ac W2 10 AP w/CA; 4x4:3; Int Ant; 2xGbE, B Domain	2	\$ 6,877.00	\$ 13,754.00	
C9300-NM-8X=	Catalyst 9300 8 x 10GE Network Module, spare	1	\$ 1,547.33	\$ 1,547.33	
STACK-T1-1M=	1M Type 1 Stacking Cable	1	\$ 127.05	\$ 127.05	
STACK-T1-50CM=	50CM Type 1 Stacking Cable	3	\$ 51.45	\$ 154.35	
CAB-SPWR-150CM=	Catalyst Stack Power Cable 150 CM Spare	1	\$ 110.88	\$ 110.88	
CAB-SPWR-30CM=	Catalyst Stack Power Cable 30 CM Spare	3	\$ 54.16	\$ 162.48	
C3850-NM-4-10G=	Cisco Catalyst 3850 4 x 10GE Network Module	1	\$ 2,476.31	\$ 2,476.31	
C9300-24U-A	Catalyst 9300 24-port UPOE, Network Advantage	1	\$ 3,158.05	\$ 3,158.05	
CON-SNT-C93002UA	SNTC-8X5XNBD Catalyst 9300 24-port UPOE, Network Adva	1	\$ 352.31	\$ 352.31	
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1	\$ 46.55	\$ 46.55	
PWR-C1-715WAC/2	715W AC Config 1 Secondary Power Supply	1	\$ 612.50	\$ 612.50	
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	\$ 49.00	\$ 49.00	
C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	1	\$ 1,641.50	\$ 1,641.50	
C9300-NM-8X=	Catalyst 9300 8 x 10GE Network Module, spare	1	\$ 1,547.33	\$ 1,547.33	
APC					
SMX1500RM2UNC	SMART UPS X 1500VA PERP RACK/TOWER LCD 120V W/NETWORK CARD	2	\$ 1,266.00	\$ 2,532.00	
	Warehouse				
Cisco					
C9300-48U-A	Catalyst 9300 48-port UPOE, Network Advantage	1	\$ 5,414.50	\$ 5,414.50	
CON-SNT-C93004UA	SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Adva - 3 year	1	\$ 604.08	\$ 604.08	
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	1	\$ 612.50	\$ 612.50	
C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	1	\$ 3,077.20	\$ 3,077.20	
C9300-NM-8X=	Catalyst 9300 8 x 10GE Network Module, spare	1	\$ 1,547.33	\$ 1,547.33	
APC					
SMX1500RM2UNC	SMART UPS X 1500VA PERP RACK/TOWER LCD 120V W/NETWORK CARD	1	\$ 1,266.00	\$ 1,266.00	
	Shop				
Cisco					
C9300-48U-A	Catalyst 9300 48-port UPOE, Network Advantage	1	\$ 5,414.50	\$ 5,414.50	
CON-SNT-C93004UA	SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Adva - 3 year	1	\$ 604.08	\$ 604.08	
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	1	\$ 612.50	\$ 612.50	
C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	1	\$ 3,077.20	\$ 3,077.20	
C9300-NM-8X=	Catalyst 9300 8 x 10GE Network Module, spare	1	\$ 1,547.33	\$ 1,547.33	
APC					
SMX1500RM2UNC	SMART UPS X 1500VA PERP RACK/TOWER LCD 120V W/NETWORK CARD	1	\$ 1,266.00	\$ 1,266.00	
Solution Totals					
				Grand Total	\$ 94,932.77

This Quote is governed by the terms and conditions contained in any master products and/or services agreement executed by and between the parties. In the event that no such executed master agreement(s) exist between the parties, this Quote shall be governed by GDT's

Thank you for considering GDT.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-518378

Date Filed:
07/18/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GDT
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

000000 Luther Peterson Service
Cisco Network Hardware, Software and Maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is R. Casey Brydson, and my date of birth is 8/26/71.

My address is 5203 Reed Cu. Austin TX 78731 usa.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of TX, on the 18 day of July, 2019.
(month) (year)

R. Casey Brydson

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution authorizing the Mayor to execute a letter designating that Census Tract 207.07 Williamson County, located at the northeast corner of Joyce Lane and Gattis School Road as a Targeted Employment Area.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Nichole Vance, Round Rock Chamber

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Administration

Text of Legislative File 2019-0330

This agenda item is a request for designation of a Targeted Employment Area ("TEA") for the census tract 207.07 of Williamson County, Texas.

The determination of eligibility is based on analysis of labor force data and the application of the census-share method, as described in the U.S. Bureau of Labor Statistics, Local Area Unemployment Statistics Program Manual. The unemployment calculations were made using the American Community Survey 2013-17 data for the purpose of establishing ratios of census tract-to-county shares of employment and unemployment. Furthermore, county-level unemployment was obtained from the Bureau of Labor Statistics 2018 annual Local Area Unemployment Statistics. These data sets were used to determine the qualifying subareas with unemployment meeting or exceeding the current required threshold of 5.9%.

Based on the above data, the 2018 unemployment rate in the area composed of the census tract described above is 7.5%, which exceeds the threshold rate of 5.9%, or 150% of the 2018 average national unemployment rate of 3.9%, according to the Bureau of Labor Statistics.

RESOLUTION NO. R-2019-0330

WHEREAS, the Governor of Texas has designated local mayors with the authority to determine that a census tract comprises a Targeted Employment Area (“TEA”); and

WHEREAS, the site at the northeast corner of Joyce Lane and Gattis School Road, Round Rock, TX 78664 is located within Census Tract 207.07 of Williamson County, Texas and is included in the TEA; and

WHEREAS, the City Council wishes to approve a letter to the Department of Homeland Security designating the site as a TEA, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the City Council hereby authorizes the Mayor to execute a letter to the Department of Homeland Security, a copy of same being attached hereto as Exhibit “A” and incorporated herein.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 8th day of August, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

August 8, 2019

Department of Homeland Security
U.S. Citizenship and Immigration Services (USCIS)
California Service Center
24000 Avila Road
Laguna Niguel, CA 92607-0526

RE: EB-5 Designation of Targeted Employment Area

To Whom It May Concern:

As the Mayor of the City of Round Rock, by the authority granted to me by the State of Texas (letter attached), I hereby designate that the following census tract comprises a Targeted Employment Area ("TEA"):

Census Tract 207.07, Williamson County

I have confirmed that the site at the northeast corner of Joyce Lane and Gattis School Road, Round Rock, TX 78664 is located within Census Tract 207.07 of Williamson County, Texas and is included in the TEA described above.

The determination of eligibility is based on analysis of labor force data and the application of the census-share method, as described in the U.S. Bureau of Labor Statistics, Local Area Unemployment Statistics Program Manual. The unemployment calculations were made using the American Community Survey 2013–17 data for the purpose of establishing ratios of census tract-to-county shares of employment and unemployment. Furthermore, county-level unemployment was obtained from the Bureau of Labor Statistics 2018 annual Local Area Unemployment Statistics. These data sets were used to determine the qualifying subareas with unemployment meeting or exceeding the current required threshold of 5.9%.

Based on the above data, I can certify that the 2018 unemployment rate in the area composed of the census tract described above is 7.5%, which exceeds the threshold rate of 5.9%, or 150% of the 2018 average national unemployment rate of 3.9%, according to the Bureau of Labor Statistics.

This approval shall not be construed as: (1) representation or warranty by the City of Round Rock, the Mayor of the City of Round Rock, or any other agency, instrumentality, or political subdivision of the City of Round Rock, that the project/development located at the northeast corner of Joyce Lane and Gattis School Road, Round Rock, TX 78664, will meet obligations assumed by any of the parties under the instruments delivered in connection with any associated project that will in fact be performed; (2) a pledge of the full faith and credit of the City of Round Rock, or any other agency, instrumentality, or political subdivision of the City of Round Rock; or (3) a representation or warranty by the City of Round Rock, the Mayor of Round Rock, or any other agency instrumentality, or political subdivision of the City of Round Rock, concerning the validity or corporate existence of any corporation or the validity of the project/development located at the northeast corner of Joyce Lane and Gattis School Road, Round Rock, TX 78664.

This approval may not be used for any other project within Census Tract 207.07, Williamson County, other than the project/development located at the northeast corner of Joyce Lane and Gattis School Road, Round Rock, TX 78664.

Thank you for your time and consideration.

Sincerely,

Craig Morgan
Mayor



City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider a resolution authorizing the Mayor to execute the First Amendment to the Economic Development Agreement with Stonemill Hospitality.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Nicole Vance, Round Rock Chamber

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Form1295

Department: Administration

Text of Legislative File 2019-0331

This agenda item is a request to amend the 380 Agreement between the City of Round Rock and Stonemill Hospitality, LLC, (SHLLC). The request is for a two-year extension of the original completion date under section 4.2 of the original agreement resolved on January 26th of 2017. The amended agreement will provide SHLLC an extension of two-years, July 1, 2021, to meet the terms of section 4.2 as outlined in the original agreement. No other terms of the agreement will change.

RESOLUTION NO. R-2019-0331

WHEREAS, the City of Round Rock (“City”) has previously entered into an Economic Development Agreement (“Agreement”) with Stonemill Hospitality, LLC (“SHLLC”) effective January 26, 2017; and

WHEREAS, the Agreement set forth various agreements and understandings with respect to the City’s agreement to provide SHLLC certain incentives in consideration for SHLLC’s agreement to construct an Embassy Suites Hotel and convention center in the City; and

WHEREAS, City and SHLLC now desire to amend the Agreement, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City, First Amendment to Economic Development Agreement with Stonemill Hospitality, LLC, a copy being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 8th day of August, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**FIRST AMENDMENT
TO
ECONOMIC DEVELOPMENT AGREEMENT**

This FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT "First Amendment") by and between the City of Round Rock ("City") and Stonemill Hospitality, LLC, ("SHLLC") is made and entered into this ____ day of _____ 2019, by and between the City, and SHLLC.

RECITALS

WHEREAS, the City and SHLLC entered into that one certain Economic Development Agreement (the "Agreement") effective January 26, 2017, setting forth various agreements and understandings with respect to the City's agreement to provide SHLLC certain incentives in consideration for SHLLC's agreement to construct an Embassy Suites Hotel and convention center in the City; and

WHEREAS, the City and SHLLC now desire to amend the Agreement as described herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

I.

Section 4.2 of the Agreement is hereby amended to read as follows:

4.2 Improvements and Additions to Real and Personal Property. SHLLC agrees to spend a cumulative total of at least \$20,000,000.00 in improvements to real property and additions to personal property within the City no later than July 1, 2021, and maintain real property, improvements, and business personal property within the City with a historic cost of \$20,000,000.00 during the Term of this Agreement.

II.


To the extent necessary to effect the terms and provisions of this First Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed and attested this First Amendment by their officers thereunto duly authorized.

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

STONEMILL HOSPITALITY, LLC

By: 
Printed Name: Rajnikant Patel
Title: Member

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Stonemill Hospitality, LLC
Round Rock, TX United States

Certificate Number:
2019-524003

Date Filed:
07/31/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

000000 - Embassy Suites
Hospitality, Food and Beverage, Meeting Space

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mulij, Pradip	Cedar Park, TX United States	X	
	Patel, Rajnikant	South Padre Island, TX United	X	
	Patel, Bharat	South Padre Island, TX United	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Rajnikant Patel, and my date of birth is 12-29-1975

My address is 5701 N Cynthia Ct. McAllen TX 78504 USA
(street) (city) (state) (zip code) (country)

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

Executed in Hidalgo County, State of Texas, on the 1st day of August, 2019.
(month) (year)

a. Patel
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider a resolution accepting the City's Quarterly Financial and Investment Report for the quarter ended June 30, 2019.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Round Rock by the Numbers

Department: Finance Department

Text of Legislative File 2019-0319

The attached report provides a summary of the City's investments and financial highlights for the quarter ending June 30, 2019. The financial summary has two components. The first page provides quarterly revenue and economic highlights. The second page is a summary of annual budget and city financial facts. The second report is the City's quarterly investment report. Investing and reporting are governed by the City's investment policy and General Government Code Chapter 2256 - referred to as the Public Funds Investment Act (PFIA). This quarterly report is prepared by the City's investment advisor, Valley View Consulting, LLC in close coordination with City staff. Section 2256.023 of the PFIA states that a written report of investments be submitted to the government body at least quarterly. The report meets those requirements and is available on the City's website. The investment activity during the quarter was in compliance with the City's investment policy and the PFIA.

RESOLUTION NO. R-2019-0319

WHEREAS, Chapter 2256, Texas Government Code, Section 2256.023 of the Public Funds Investment Act states that a written report of investments be submitted to the governing body at least quarterly; and

WHEREAS, a Quarterly Investment Report for the quarter ending June 30, 2019 for the City of Round Rock has been submitted to the City Council; and

WHEREAS, the City Council desires to acknowledge the receipt and acceptance of the attached Quarterly Investment Report, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Quarterly Investment Report, attached hereto as Exhibit “A” and incorporated herein, is hereby received and accepted.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 8th day of August, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

June 30, 2019

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Round Rock, Texas is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

signature withheld for security purposes

Chief Financial Officer

signature withheld for security purposes

Deputy Chief Financial Officer

signature withheld for security purposes

Accounting Manager

signature withheld for security purposes

Treasury Accountant

Valley View Consulting, LLC

Dated

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary Holdings by Investment Category (Security Sector)

June 30, 2019

Description	YTM @ Cost	Book Value	Market Value
Cash	0.72%	\$ 6,636,612	\$ 6,636,612
Certificates of Deposit	2.46%	241,472,769	241,472,769
Local Government Investment Pool	2.38%	19,838,310	19,838,310
Money Market Accounts	2.63%	32,466,168	32,466,168
US Agency	2.45%	50,870,734	51,074,382
US Treasury	2.38%	993,783	995,703
Total / Average	2.44%	\$ 352,278,376	\$ 352,483,943

March 31, 2019

Description	YTM @ Cost	Book Value	Market Value
Cash	0.53%	\$ 5,188,138	\$ 5,188,138
Certificates of Deposit	2.39%	251,864,351	251,864,351
Local Government Investment Pool	2.42%	6,019,855	6,019,855
Money Market Accounts	2.66%	22,227,621	22,227,621
Municipal	2.16%	4,898,612	4,896,383
US Agency	2.46%	49,265,130	49,330,684
Total / Average	2.38%	\$ 339,463,706	\$ 339,527,031

Average Yield

	Current Quarter (1)	Fiscal Year- to-Date (2)
Total Portfolio	2.44%	2.33%
TexPool Yield	2.38%	2.36%
Rolling Three Mo. Treas. Yield	2.36%	2.38%
Rolling Six Mo. Treas. Yield	2.43%	2.44%
Rolling 1 Yr. Treas. Yield	2.48%	2.43%
Rolling 2 Yr. Treas. Yield	2.22%	2.10%

Investment Income (3)

Interest Income (Approximate)	\$ 2,059,936	\$ 5,585,414
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WAM at 6/30/2019 Policy WAM Max

Total Portfolio	223 days	540 days
Pooled Funds	262 days	540 days

(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

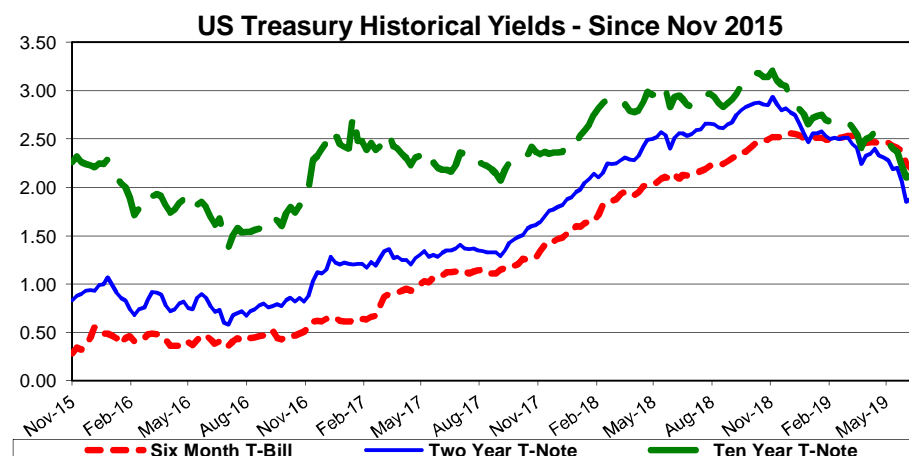
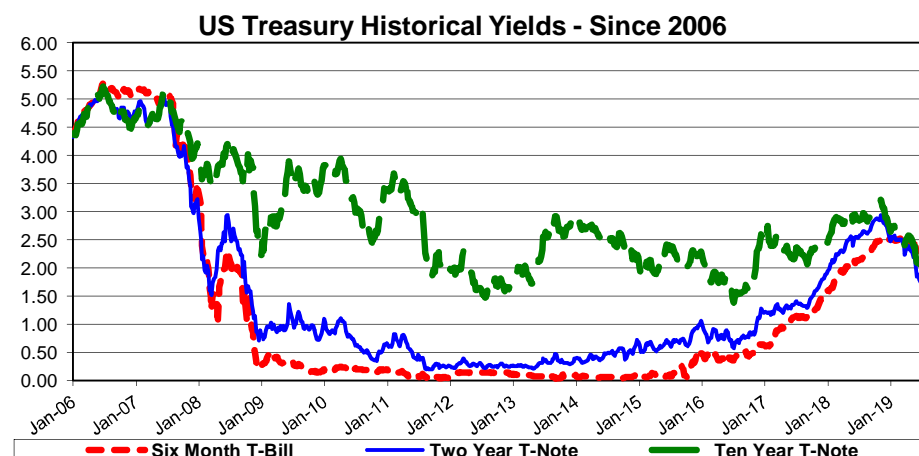
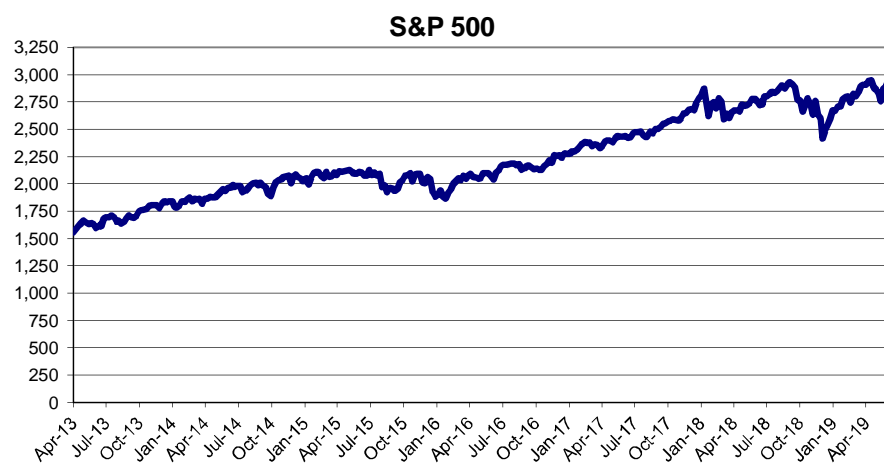
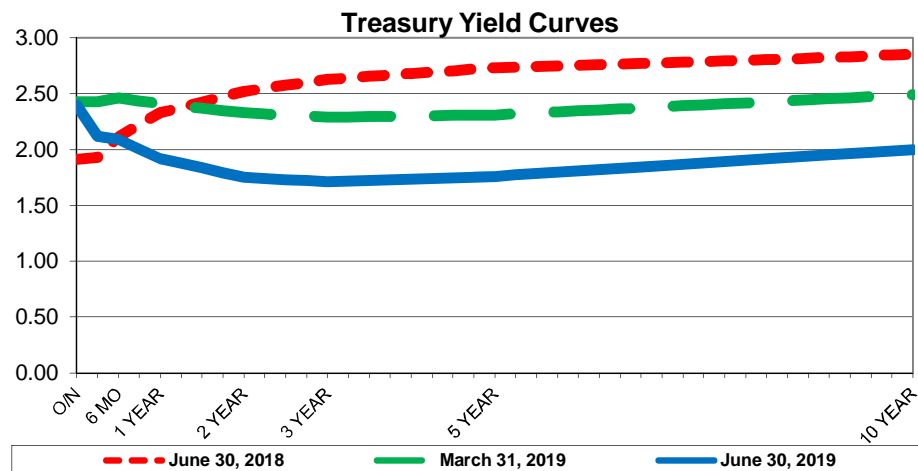
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(3) Investment Income includes coupon interest, accrued interest, and discount and premium amortization.

Economic Overview

6/30/2019

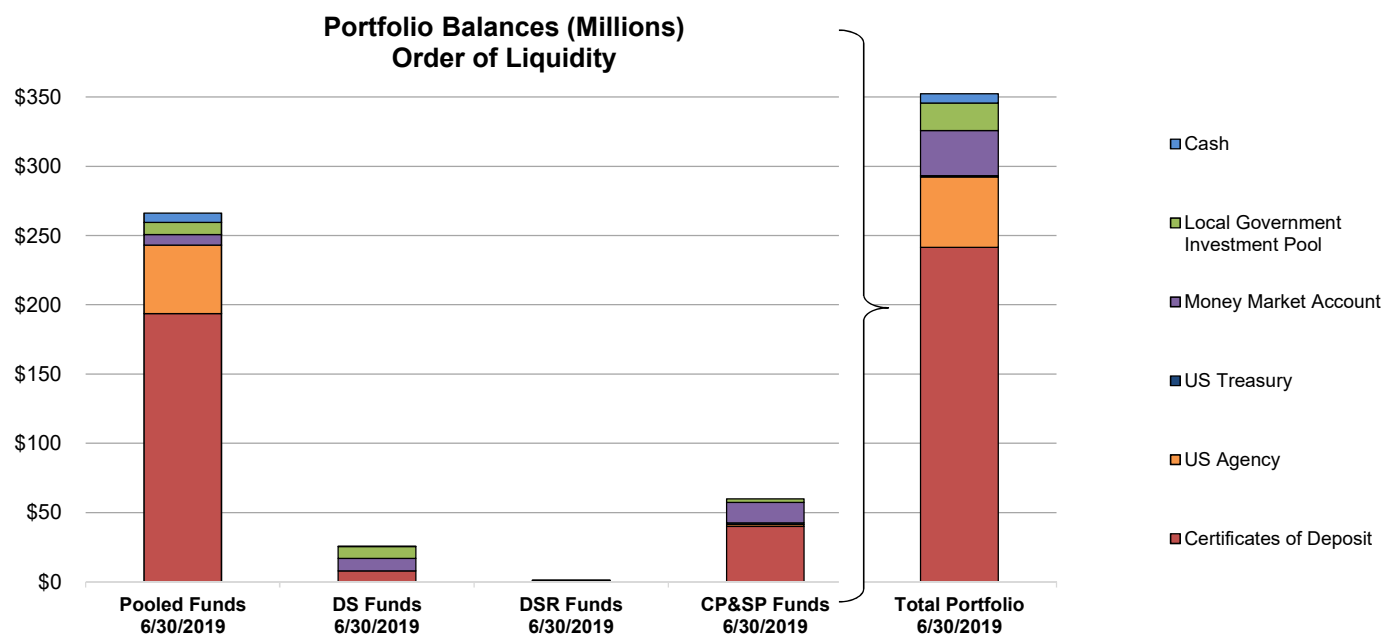
The Federal Open Market Committee (FOMC) maintained the Fed Funds target range 2.25% - 2.50% (Effective Fed Funds are trading +/-2.40%). The Futures Market projects multiple decreases beginning later this summer. Gradual FRB portfolio reduction continues by limiting reinvestment of maturing holdings, but that strategy will end this summer. May Non Farm Payroll only generated 75,000 new jobs, lowering the three month rolling average to 151k. Crude oil bounced up and down this spring around +/- \$60. The Stock Markets reached new highs. Overall economic activity, including housing, remains mostly favorable but mixed. The inverted Yield Curve continues towards lower yields.



Holdings by Investment Category

June 30, 2019

	Pooled Funds		Debt Service Funds		Debt Service Reserve Funds		Capital Project & Special Purpose Funds		Total Portfolio	
Description	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio	Book Value	% of Portfolio
Cash	\$ 6,631,822	2%	\$ 4,790	0%	\$ –	0%	\$ –	0%	\$ 6,636,612	2%
Certificates of Deposit	193,601,099	55%	7,898,918	2%	–	0%	39,972,752	11%	241,472,769	69%
Investment Pools	8,871,863	3%	8,563,142	2%	8,591	0%	2,394,714	1%	19,838,310	6%
Money Market Accounts	7,622,500	2%	9,058,478	3%	839,093	0%	14,946,098	4%	32,466,168	9%
US Agency	49,382,905	14%	–	0%	–	0%	1,487,829	0%	50,870,734	14%
US Treasury	–	0%	–	0%	–	0%	993,783	0%	993,783	0%
Total / Average	\$ 266,110,189	76%	\$ 25,525,327	7%	\$ 847,684	0%	\$ 59,795,176	17%	\$ 352,278,376	100%



Investment Holdings by Investment Category

June 30, 2019

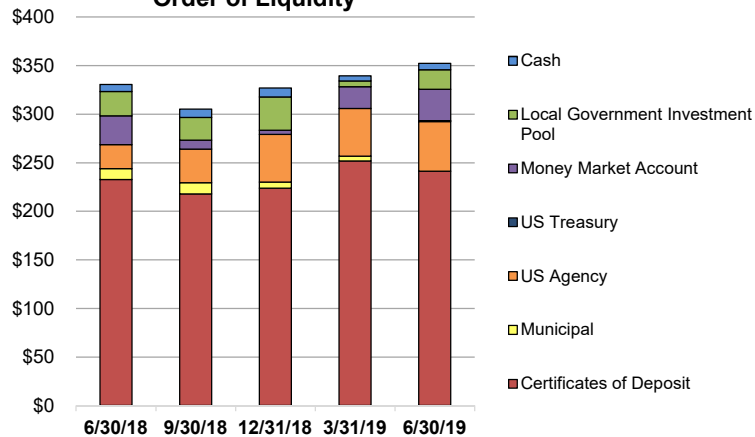
Description	Book Value	% of Portfolio	Portfolio Limitation
Cash	\$ 6,636,612	2%	100%
Certificates of Deposit	241,472,769	69%	75%
Commercial Paper	—	0%	10% / 5%
Investment Pools	19,838,310	6%	100%
Money Market Accounts	32,466,168	9%	50%
Municipal	—	0%	35% / 5%
US Agency	50,870,734	14%	Combined 75%
US Treasury	993,783	0%	
Total / Average	\$ 352,278,376	100%	PASSED

Quarterly Transactions By Investment Category

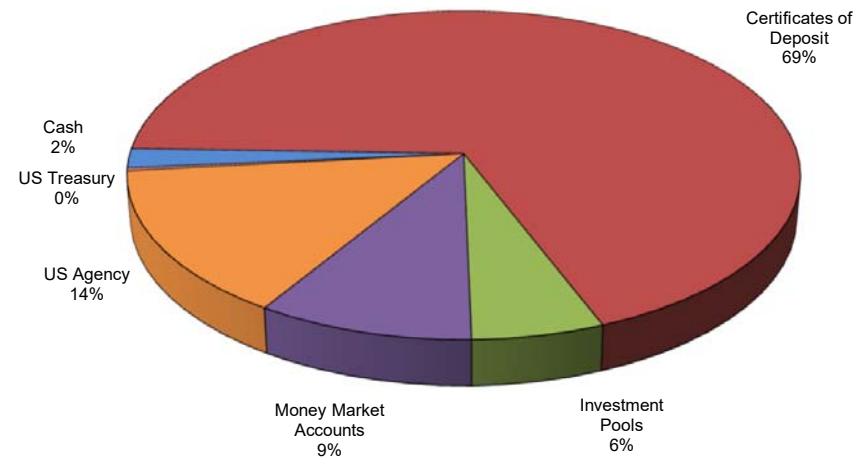
June 30, 2019

Description	Buys	Sells	Maturities	Calls	Interest	Net Cash Equivalent Deposit/(Withdrawal)
Cash	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 1,448,474
Certificates of Deposit	23,417,291	—	33,808,873	—	1,357,591	—
Commercial Paper	—	—	—	—	—	—
Investment Pools	—	—	—	—	85,129	13,818,454
Money Markets Accounts	—	—	—	—	161,254	10,238,548
Municipal	—	—	4,900,000	—	47,461	—
US Agency	1,486,801	—	—	—	92,473	—
US Treasury	995,920	—	—	—	—	—
Totals	\$ 25,900,012	\$ —	\$ 38,708,873	\$ —	\$ 1,743,909	\$ 25,505,477

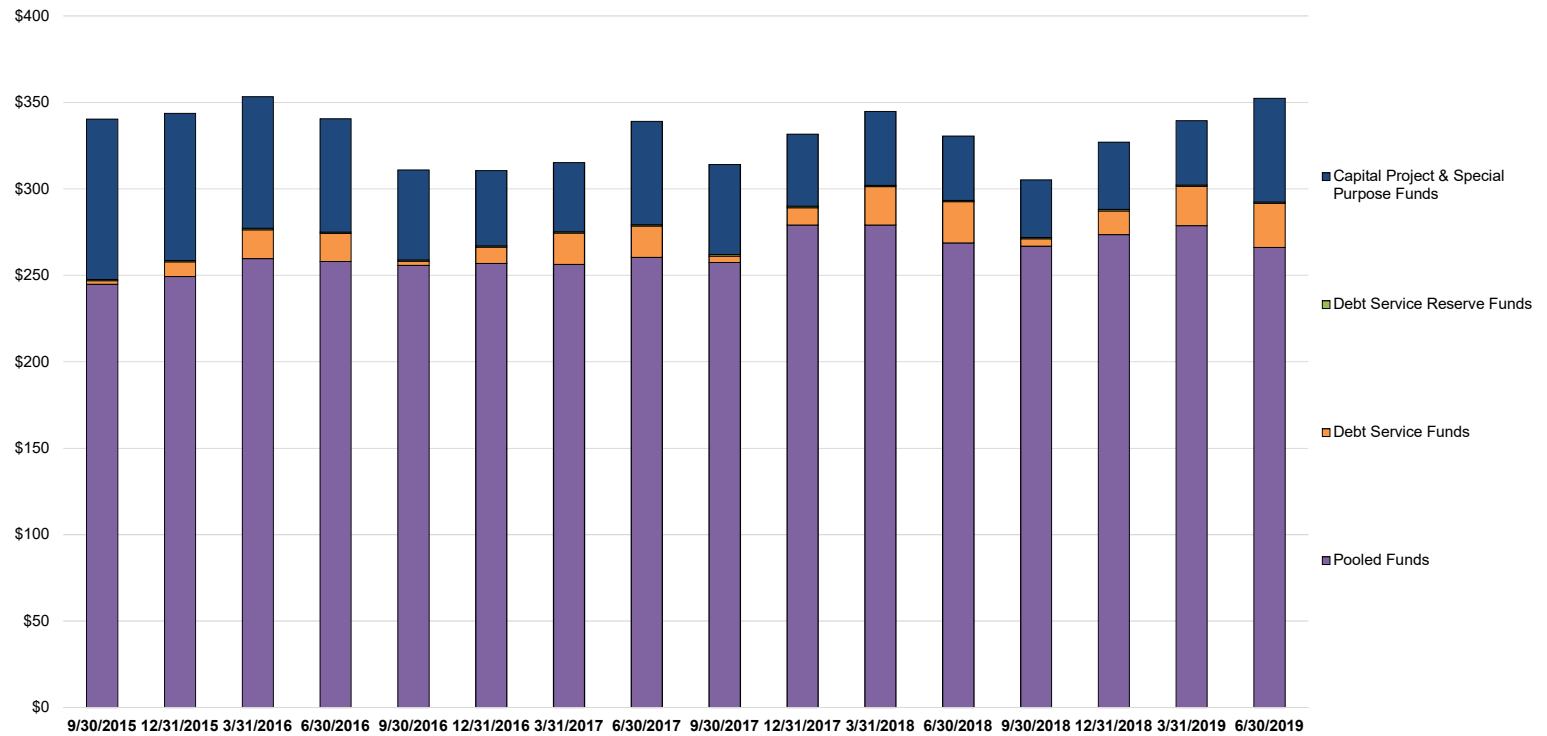
**Portfolio Balances (Millions)
Order of Liquidity**



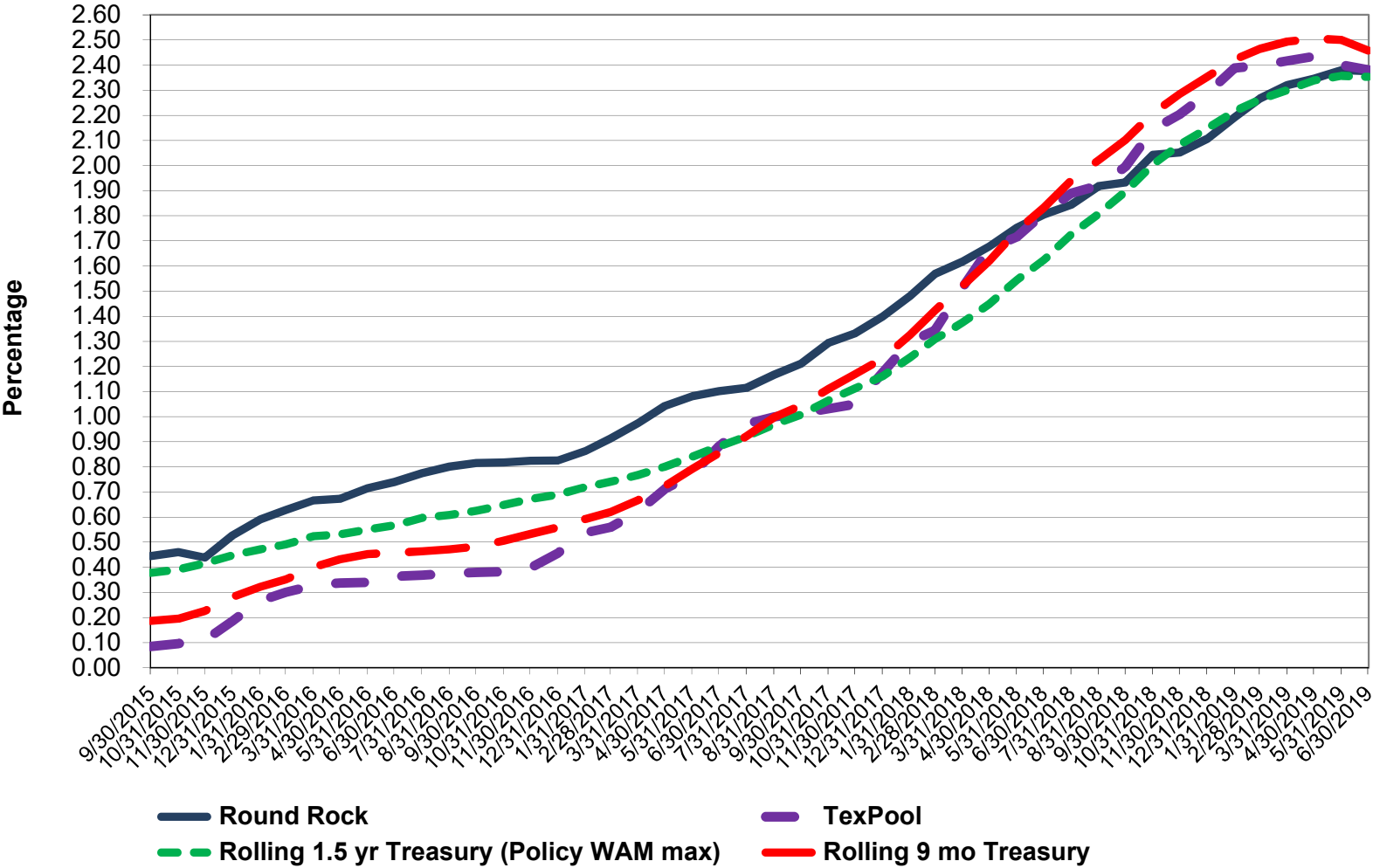
**Portfolio Composition
June 30, 2019**



Portfolio Balances By Fund (Millions)



City of Round Rock
Pooled Funds Performance



Holdings by Allocation and Portfolio (Fund)
June 30, 2019

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Fund 000 - Pooled Investments										
NexBank	2.63%		11/29/2016	\$ 7,622,500	\$ 7,622,500	100.00	\$ 7,622,500	N/A	1	2.63%
JPMorgan Chase	0.72%		09/30/2015	6,631,822	6,631,822	100.00	6,631,822	N/A	1	0.72%
TexSTAR	2.38%	AAAm	09/30/2015	197,603	197,603	100.00	197,603	N/A	1	2.38%
TexPool	2.38%	AAAm	09/30/2015	8,661,493	8,661,493	100.00	8,661,493	N/A	1	2.38%
TexasDAILY	2.41%	AAAm	09/30/2015	12,767	12,767	100.00	12,767	N/A	1	2.41%
FHLMC	0.88%	Aaa/AA+/AAA	02/28/2018	10,000,000	9,993,292	99.90	9,989,643	07/19/2019	19	2.19%
LegacyTexas Bank	1.70%		08/10/2017	8,253,013	8,253,013	100.00	8,253,013	08/09/2019	40	1.70%
R Bank	1.80%		08/10/2017	2,063,925	2,063,925	100.00	2,063,925	08/10/2019	41	1.80%
LegacyTexas Bank	1.70%		08/28/2017	5,158,133	5,158,133	100.00	5,158,133	08/28/2019	59	1.70%
LegacyTexas Bank	2.10%		12/21/2017	4,127,773	4,127,773	100.00	4,127,773	09/20/2019	82	2.10%
JPMorganChase	1.64%		10/02/2017	14,232,789	14,232,789	100.00	14,232,789	10/02/2019	94	1.64%
Lubbock National Bank	1.65%		10/02/2017	10,278,467	10,278,467	100.00	10,278,467	10/02/2019	94	1.65%
R Bank	1.83%		10/02/2017	2,055,607	2,055,607	100.00	2,055,607	10/02/2019	94	1.83%
FNMA	0.00%	-/AA/AA-	10/11/2017	5,000,000	4,975,805	99.40	4,970,000	10/09/2019	101	1.79%
REFCORP	0.00%	-/AA/-	10/29/2018	8,500,000	8,433,058	99.36	8,445,940	10/15/2019	107	2.74%
JPMorganChase	1.98%		11/09/2017	5,100,375	5,100,375	100.00	5,100,375	11/09/2019	132	1.98%
East West Bank	2.67%		02/20/2019	5,048,142	5,048,142	100.00	5,048,142	11/20/2019	143	2.67%
Vera Bank	0.99%		12/05/2016	245,000	245,000	100.00	245,000	12/05/2019	158	0.99%
LegacyTexas Bank	2.20%		12/21/2017	10,334,882	10,334,882	100.00	10,334,882	12/20/2019	173	2.20%
LegacyTexas Bank	2.20%		01/08/2018	7,736,705	7,736,705	100.00	7,736,705	01/08/2020	192	2.20%
East West Bank	2.21%		01/26/2018	10,320,473	10,320,473	100.00	10,320,473	01/26/2020	210	2.21%
FFCB	2.07%	Aaa/AA+/AAA	02/28/2018	10,000,000	9,984,743	99.93	9,992,789	02/14/2020	229	2.32%
JPMorganChase	2.56%		03/21/2018	5,129,778	5,129,778	100.00	5,129,778	03/21/2020	265	2.56%
Independent Bank	2.62%		04/09/2018	13,343,961	13,343,961	100.00	13,343,961	04/09/2020	284	2.62%
R Bank	2.85%		05/14/2018	2,057,818	2,057,818	100.00	2,057,818	05/14/2020	319	2.85%
LegacyTexas Bank	2.75%		05/15/2018	7,211,749	7,211,749	100.00	7,211,749	05/15/2020	320	2.75%
Independent Bank	2.70%		05/16/2018	5,136,373	5,136,373	100.00	5,136,373	05/16/2020	321	2.70%
Independent Bank	2.95%		06/20/2018	5,149,140	5,149,140	100.00	5,149,140	06/19/2020	355	2.95%
Independent Bank	2.95%		07/06/2018	6,645,009	6,645,009	100.00	6,645,009	07/08/2020	374	2.95%
Independent Bank	2.70%		04/09/2019	3,000,000	3,000,000	100.00	3,000,000	07/09/2020	375	2.70%
FFCB	2.68%	Aaa/AA+/AAA	08/29/2018	10,000,000	9,996,492	101.02	10,101,610	08/24/2020	421	2.71%
East West Bank	2.69%		03/04/2019	5,044,042	5,044,042	100.00	5,044,042	09/04/2020	432	2.69%
East West Bank	2.78%		01/11/2019	4,052,435	4,052,435	100.00	4,052,435	10/12/2020	470	2.78%
FHLB	2.86%	Aaa/AA+/-	10/02/2018	6,000,000	5,999,516	101.37	6,082,403	10/15/2020	473	2.87%
Independent Bank	2.65%		05/01/2019	5,167,402	5,167,402	100.00	5,167,402	11/01/2020	490	2.65%
LegacyTexas Bank	3.05%		11/16/2018	5,089,251	5,089,251	100.00	5,089,251	11/16/2020	505	3.05%
East West Bank	2.70%		02/20/2019	5,048,686	5,048,686	100.00	5,048,686	11/20/2020	509	2.70%
LegacyTexas Bank	3.05%		12/07/2018	5,076,524	5,076,524	100.00	5,076,524	12/07/2020	526	3.05%
East West Bank	2.78%		01/11/2019	10,131,088	10,131,088	100.00	10,131,088	01/11/2021	561	2.78%
Origin Bank	2.82%		02/12/2019	6,242,632	6,242,632	100.00	6,242,632	02/12/2021	593	2.82%
East West Bank	2.71%		02/20/2019	10,602,621	10,602,621	100.00	10,602,621	02/19/2021	600	2.71%
LegacyTexas Bank	2.74%		03/01/2019	2,517,306	2,517,306	100.00	2,517,306	03/01/2021	610	2.74%
BOKF, NA	2.00%		06/27/2019	2,000,000	2,000,000	100.00	2,000,000	06/24/2021	725	2.00%
Sub Total / Average	2.19%			266,227,284	266,110,189	100.03	266,309,669		262	2.38%

Holdings by Allocation and Portfolio (Fund)
June 30, 2019

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Fund 170 - Interest & Sinking GO Bonds										
TexasDAILY	2.41%	AAAm	04/30/2016	84,666	84,666	100.00	84,666	N/A	1	2.41%
NexBank	2.63%		02/27/2017	8,047,996	8,047,996	100.00	8,047,996	N/A	1	2.63%
TexPool	2.38%	AAAm	09/30/2015	197,234	197,234	100.00	197,234	N/A	1	2.38%
East West Bank	2.69%		01/11/2019	7,898,918	7,898,918	100.00	7,898,918	07/11/2019	11	2.69%
Sub Total / Average	2.66%			16,228,813	16,228,813	100.00	16,228,813		6	2.66%
Fund 210 - Interest & Sinking Debt Service										
NexBank	2.63%		02/27/2019	1,010,481	1,010,481	100.00	1,010,481	N/A	1	2.63%
JPMorgan Chase	0.72%		09/30/2015	4,790	4,790	100.00	4,790	N/A	1	0.72%
Sub Total / Average	2.62%			1,015,271	1,015,271	100.00	1,015,271		1	2.62%
Fund 459 - 2018 Bond Fund										
TexPool	2.38%	AAAm	12/15/2018	1,027,574	1,027,574	100.00	1,027,574	N/A	1	2.38%
Wallis State Bank	2.76%		12/21/2018	3,041,489	3,041,489	100.00	3,041,489	09/23/2019	85	2.76%
R Bank	2.83%		12/26/2018	3,042,160	3,042,160	100.00	3,042,160	09/24/2019	86	2.83%
Sub Total / Average	2.74%			7,111,223	7,111,223	100.00	7,111,223		73	2.74%
Fund 460 - Bond Fund										
TexPool	2.38%	AAAm	09/30/2015	25,115	25,115	100.00	25,115	N/A	1	2.38%
NexBank	2.63%		11/29/2016	1,568,572	1,568,572	100.00	1,568,572	N/A	1	2.63%
Independent Bank	2.78%		07/06/2018	6,126,087	6,126,087	100.00	6,126,087	07/09/2019	9	2.78%
East West Bank	2.86%		12/07/2018	5,081,359	5,081,359	100.00	5,081,359	12/09/2019	162	2.86%
East West Bank	2.70%		03/04/2019	4,035,365	4,035,365	100.00	4,035,365	03/04/2020	248	2.70%
Sub Total / Average	2.77%			16,836,497	16,836,497	100.00	16,836,497		112	2.77%
Fund 462 - 2017 Bond Fund										
TexPool	2.38%	AAAm	05/30/2017	758,447	758,447	100.00	758,447	N/A	1	2.38%
East West Bank	2.38%		03/21/2018	3,092,755	3,092,755	100.00	3,092,755	09/21/2019	83	2.38%
East West Bank	2.86%		12/07/2018	1,524,408	1,524,408	100.00	1,524,408	12/09/2019	162	2.86%
R Bank	2.90%		12/26/2018	2,029,129	2,029,129	100.00	2,029,129	12/26/2019	179	2.90%
Sub Total / Average	2.62%			7,404,739	7,404,739	100.00	7,404,739		117	2.62%
Fund 465 - 2019 CO Bond Fund										
NexBank	2.63%		06/28/2019	13,377,527	13,377,527	100.00	13,377,527	N/A	1	2.63%
TexPool	2.38%	AAAm	05/30/2019	24,730	24,730	100.00	24,730	N/A	1	2.38%
R Bank	2.55%		06/04/2019	3,000,000	3,000,000	100.00	3,000,000	06/04/2020	340	2.55%
Independent Bank	2.48%		06/05/2019	5,000,000	5,000,000	100.00	5,000,000	06/05/2020	341	2.48%
Independent Bank	2.52%		06/05/2019	4,000,000	4,000,000	100.00	4,000,000	12/05/2020	524	2.52%
Sub Total / Average	2.57%			25,402,257	25,402,257	100.00	25,402,257		190	2.57%
Fund 591 - Reserves Fund										
TexPool	2.38%	AAAm	09/30/2015	8,591	8,591	100.00	8,591	N/A	1	2.38%
NexBank	2.63%		04/29/2019	839,093	839,093	100.00	839,093	N/A	1	2.63%
Sub Total / Average	2.63%			847,684	847,684	100.00	847,684		1	2.63%
Fund 602 - Interest & Sinking Revenue Bonds										
TexPool	2.38%	AAAm	09/30/2015	8,281,243	8,281,243	100.00	8,281,243	N/A	1	2.38%
Sub Total / Average	2.38%			8,281,243	8,281,243	100.00	8,281,243		1	2.38%
Fund 863 - Drainage Utility Revenue Bond										
TexPool	2.38%	AAAm	10/31/2015	558,847	558,847	100.00	558,847	N/A	1	2.38%
Treasury	1.38%	Aaa/AA/AAA	05/15/2019	1,000,000	993,783	99.57	995,703	02/15/2020	230	2.38%
FHLMC	1.38%	Aaa/AA+/AAA	05/15/2019	1,500,000	1,487,829	99.47	1,491,996	05/01/2020	306	2.36%
Sub Total / Average	1.56%			3,058,847	3,040,459	99.60	3,046,546		225	2.37%
Total / Average	2.29%			\$ 352,413,859	\$ 352,278,376	100.02	\$ 352,483,943		223	2.44%

Book Value Comparison

June 30, 2019

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Book Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Book Value	Change in Book Value
Fund 000 - Pooled Investments								
JPMorgan Chase	N/A	09/30/2015	N/A	\$ 5,183,348	\$ 2,889,190	\$ 1,440,716	\$ 6,631,822	\$ 1,448,474
TexPool	N/A	09/30/2015	N/A	227,277	8,716,145	281,929	8,661,493	8,434,216
TexSTAR	N/A	09/30/2015	N/A	196,424	1,179	-	197,603	1,179
TexasDAILY	N/A	09/30/2015	N/A	12,690	77	-	12,767	77
NexBank	N/A	11/29/2016	N/A	11,741,856	64,308	4,183,664	7,622,500	(4,119,356)
Green Bank	N/A	06/09/2016	N/A	41,658	82	41,740	-	(41,658)
R Bank	1.74%	10/02/2017	04/02/2019	2,044,049	-	2,044,049	-	(2,044,049)
Lubbock National Bank	1.50%	04/05/2017	04/05/2019	6,174,745	-	6,174,745	-	(6,174,745)
Independent Bank	1.65%	05/01/2017	05/01/2019	5,146,695	-	5,146,695	-	(5,146,695)
Vera Bank	2.39%	05/10/2018	05/09/2019	2,000,000	-	2,000,000	-	(2,000,000)
Austin TX W&WW System Rev	1.93%	01/04/2019	05/15/2019	2,847,513	-	2,850,000	-	(2,847,513)
Texas A&M Univ	1.94%	05/01/2017	05/15/2019	2,051,099	-	2,050,000	-	(2,051,099)
LegacyTexas Bank	2.05%	12/22/2017	06/21/2019	4,130,118	14,162	4,144,280	-	(4,130,118)
LegacyTexas Bank	1.70%	06/23/2017	06/24/2019	5,150,697	14,644	5,165,341	-	(5,150,697)
FHLMC	0.88%	02/28/2018	07/19/2019	9,961,163	-	-	9,993,292	32,129
LegacyTexas Bank	1.70%	08/10/2017	08/09/2019	8,217,750	35,263	-	8,253,013	35,263
R Bank	1.80%	08/10/2017	08/10/2019	2,054,886	9,039	-	2,063,925	9,039
LegacyTexas Bank	1.70%	08/28/2017	08/28/2019	5,136,094	22,039	-	5,158,133	22,039
LegacyTexas Bank	2.10%	12/21/2017	09/20/2019	4,106,001	21,772	-	4,127,773	21,772
JPMorganChase	1.64%	10/02/2017	10/02/2019	14,232,789	-	-	14,232,789	-
Lubbock National Bank	1.65%	10/02/2017	10/02/2019	10,235,838	42,629	-	10,278,467	42,629
R Bank	1.83%	10/02/2017	10/02/2019	2,046,353	9,254	-	2,055,607	9,254
FNMA	0.00%	10/11/2017	10/09/2019	4,954,005	-	-	4,975,805	21,800
REFCORP	0.00%	10/29/2018	10/15/2019	8,376,125	-	-	8,433,058	56,932
JPMorganChase	1.98%	11/09/2017	11/09/2019	5,100,375	-	-	5,100,375	-
East West Bank	2.67%	02/20/2019	11/20/2019	5,014,651	33,491	-	5,048,142	33,491
Vera Bank	0.99%	12/05/2016	12/05/2019	245,000	-	-	245,000	-
LegacyTexas Bank	2.20%	12/21/2017	12/20/2019	10,277,784	57,098	-	10,334,882	57,098
LegacyTexas Bank	2.20%	01/08/2018	01/08/2020	7,693,962	42,744	-	7,736,705	42,744
East West Bank	2.21%	01/26/2018	01/26/2020	10,263,767	56,706	-	10,320,473	56,706
FFCB	2.07%	02/28/2018	02/14/2020	9,978,681	-	-	9,984,743	6,063
JPMorganChase	2.56%	03/21/2018	03/21/2020	5,129,778	-	-	5,129,778	-
Independent Bank	2.62%	04/09/2018	04/09/2020	13,258,309	85,652	-	13,343,961	85,652
R Bank	2.85%	05/14/2018	05/14/2020	2,043,567	14,250	-	2,057,818	14,250
LegacyTexas Bank	2.75%	05/15/2018	05/15/2020	7,161,991	49,758	-	7,211,749	49,758
Independent Bank	2.70%	05/16/2018	05/16/2020	5,102,778	33,594	-	5,136,373	33,594
Independent Bank	2.95%	06/20/2018	06/19/2020	5,111,135	38,004	-	5,149,140	38,004
Independent Bank	2.95%	07/06/2018	07/08/2020	6,597,022	47,987	-	6,645,009	47,987
Independent Bank	2.70%	04/09/2019	07/09/2020	-	3,000,000	-	3,000,000	3,000,000
FFCB	2.68%	08/29/2018	08/24/2020	9,995,733	-	-	9,996,492	758
East West Bank	2.69%	03/04/2019	09/04/2020	5,010,328	33,714	-	5,044,042	33,714
East West Bank	2.78%	01/11/2019	10/12/2020	4,024,446	27,989	-	4,052,435	27,989
FHLB	2.86%	10/02/2018	10/15/2020	5,999,423	-	-	5,999,516	93
Independent Bank	2.65%	05/01/2019	11/01/2020	-	5,167,402	-	5,167,402	5,167,402
LegacyTexas Bank	3.05%	11/16/2018	11/16/2020	5,050,326	38,925	-	5,089,251	38,925
East West Bank	2.70%	02/20/2019	11/20/2020	5,014,816	33,870	-	5,048,686	33,870
LegacyTexas Bank	3.05%	12/07/2018	12/07/2020	5,037,697	38,827	-	5,076,524	38,827
East West Bank	2.78%	01/11/2019	01/11/2021	10,061,115	69,973	-	10,131,088	69,973
Origin Bank	2.82%	02/12/2019	02/12/2021	6,200,000	42,632	-	6,242,632	42,632
East West Bank	2.71%	02/20/2019	02/19/2021	10,531,229	71,392	-	10,602,621	71,392
LegacyTexas Bank	2.74%	03/01/2019	03/01/2021	2,500,000	17,306	-	2,517,306	17,306
BOKF, NA	2.00%	06/27/2019	06/24/2021	-	2,000,000	-	2,000,000	2,000,000
Sub Total/Average Fund 000 - Pooled Investments				278,673,087	22,841,097	35,523,158	266,110,189	(12,562,897)

Book Value Comparison

June 30, 2019

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Book Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Book Value	Change in Book Value
Fund 170 - Interest & Sinking GO Bonds								
TexPool	N/A	09/30/2015	N/A	92,543	198,111	93,421	197,234	104,690
TexasDAILY	N/A	04/30/2016	N/A	84,158	508	–	84,666	508
NexBank	N/A	02/27/2017	N/A	7,049,772	1,545,541	547,317	8,047,996	998,224
R Bank	2.75%	12/26/2018	06/26/2019	1,510,205	–	1,510,205	–	(1,510,205)
East West Bank	2.69%	01/11/2019	07/11/2019	7,846,122	52,795	–	7,898,918	52,795
Sub Total/Average Fund 170 - Interest & Sinking GO Bonds				16,582,801	1,796,956	2,150,943	16,228,813	(353,988)
Fund 210 - Interest & Sinking Debt Service								
NexBank	N/A	02/27/2019	N/A	1,003,927	6,554	–	1,010,481	6,554
JPMorgan Chase	N/A	09/30/2015	N/A	4,790	–	–	4,790	–
Sub Total/Average Fund 210 - Interest & Sinking Debt Service				1,008,718	6,554	–	1,015,271	6,554
Fund 459 - 2018 Bond Fund								
TexPool	N/A	12/15/2018	N/A	1,018,032	9,543	–	1,027,574	9,543
Wallis State Bank	2.76%	12/21/2018	09/23/2019	3,020,446	21,043	–	3,041,489	21,043
R Bank	2.83%	12/26/2018	09/24/2019	3,020,538	21,622	–	3,042,160	21,622
Sub Total/Average Fund 459 - 2018 Bond Fund				7,059,016	52,208	–	7,111,223	52,208
Fund 460 - Bond Fund								
TexPool	N/A	09/30/2015	N/A	644,690	1,953	621,528	25,115	(619,575)
NexBank	N/A	11/29/2016	N/A	1,558,398	10,174	–	1,568,572	10,174
Independent Bank	2.78%	07/06/2018	07/09/2019	6,084,380	41,707	–	6,126,087	41,707
East West Bank	2.86%	12/07/2018	12/09/2019	5,045,257	36,102	–	5,081,359	36,102
East West Bank	2.70%	03/04/2019	03/04/2020	4,008,293	27,072	–	4,035,365	27,072
Sub Total/Average Fund 460 - Bond Fund				17,341,018	117,008	621,528	16,836,497	(504,521)
Fund 462 - 2017 Bond Fund								
TexPool	N/A	05/30/2017	N/A	1,310,710	680,121	1,232,384	758,447	(552,262)
LegacyTexas Bank	1.70%	06/23/2017	06/24/2019	1,030,139	2,929	1,033,068	–	(1,030,139)
East West Bank	2.38%	03/21/2018	09/21/2019	3,074,458	18,297	–	3,092,755	18,297
East West Bank	2.86%	12/07/2018	12/09/2019	1,513,577	10,831	–	1,524,408	10,831
R Bank	2.90%	12/26/2018	12/26/2019	2,014,352	14,777	–	2,029,129	14,777
Sub Total/Average Fund 462 - 2017 Bond Fund				8,943,236	726,955	2,265,452	7,404,739	(1,538,497)
Fund 465 - 2019 CO Bond Fund								
TexPool	N/A	05/30/2019	N/A	–	30,024,730	30,000,000	24,730	24,730
NexBank	N/A	06/28/2019	N/A	–	13,377,527	–	13,377,527	13,377,527
R Bank	2.55%	06/04/2019	06/04/2020	–	3,000,000	–	3,000,000	3,000,000
Independent Bank	2.48%	06/05/2019	06/05/2020	–	5,000,000	–	5,000,000	5,000,000
Independent Bank	2.52%	06/05/2019	12/05/2020	–	4,000,000	–	4,000,000	4,000,000
Sub Total/Average Fund 465 - 2019 CO Bond Fund				–	55,402,257	30,000,000	25,402,257	25,402,257
Fund 591 - Reserves Fund								
TexPool	N/A	09/30/2015	N/A	8,540	51	–	8,591	51
NexBank	N/A	04/29/2019	N/A	–	839,093	–	839,093	839,093
Green Bank	N/A	06/09/2016	N/A	832,010	1,640	833,650	–	(832,010)
Sub Total/Average Fund 591 - Reserves Fund				840,550	840,784	833,650	847,684	7,134
Fund 602 - Interest & Sinking Revenue Bonds								
TexPool	N/A	09/30/2015	N/A	1,649,049	6,633,693	1,500	8,281,243	6,632,193
East West Bank	2.73%	12/07/2018	06/07/2019	3,530,233	–	3,530,233	–	(3,530,233)
Sub Total/Average Fund 602 - Interest & Sinking Revenue Bonds				5,179,283	6,633,693	3,531,733	8,281,243	3,101,960
Fund 863 - Drainage Utility Revenue Bond								
TexPool	N/A	10/31/2015	N/A	775,742	252,353	469,248	558,847	(216,895)
R Bank	2.63%	05/14/2018	05/14/2019	3,060,256	–	3,060,256	–	(3,060,256)
Treasury	1.38%	05/15/2019	02/15/2020	–	995,920	–	993,783	993,783
FHLMC	1.38%	05/15/2019	05/01/2020	–	1,486,801	–	1,487,829	1,487,829

Book Value Comparison**June 30, 2019**

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Book Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Book Value	Change in Book Value
Sub Total/Average Fund 863 - Drainage Utility Revenue Bond				3,835,999	2,735,074	3,529,505	3,040,459	(795,540)
Total / Average				\$ 339,463,706	\$ 91,152,585	\$ 78,455,969	\$ 352,278,376	\$ 12,814,669

Market Value Comparison

June 30, 2019

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Market Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Market Value	Change in Market Value
Fund 000 - Pooled Investments								
JPMorgan Chase	N/A	09/30/2015	N/A	\$ 5,183,348	\$ 2,889,190	\$ 1,440,716	\$ 6,631,822	\$ -
TexPool	N/A	09/30/2015	N/A	227,277	8,716,145	281,929	8,661,493	-
TexSTAR	N/A	09/30/2015	N/A	196,424	1,179	-	197,603	-
TexasDAILY	N/A	09/30/2015	N/A	12,690	77	-	12,767	-
NexBank	N/A	11/29/2016	N/A	11,741,856	64,308	4,183,664	7,622,500	-
Green Bank	N/A	06/09/2016	N/A	41,658	82	41,740	-	-
R Bank	1.74%	10/02/2017	04/02/2019	2,044,049	-	2,044,049	-	-
Lubbock National Bank	1.50%	04/05/2017	04/05/2019	6,174,745	-	6,174,745	-	-
Independent Bank	1.65%	05/01/2017	05/01/2019	5,146,695	-	5,146,695	-	-
Vera Bank	2.39%	05/10/2018	05/09/2019	2,000,000	-	2,000,000	-	-
Austin TX W&WW System Rev	1.93%	01/04/2019	05/15/2019	2,847,777	-	2,850,000	-	2,223
Texas A&M Univ	1.94%	05/01/2017	05/15/2019	2,048,606	-	2,050,000	-	1,394
LegacyTexas Bank	2.05%	12/22/2017	06/21/2019	4,130,118	14,162	4,144,280	-	-
LegacyTexas Bank	1.70%	06/23/2017	06/24/2019	5,150,697	14,644	5,165,341	-	-
FHLMC	0.88%	02/28/2018	07/19/2019	9,949,561	-	-	9,989,643	40,082
LegacyTexas Bank	1.70%	08/10/2017	08/09/2019	8,217,750	35,263	-	8,253,013	-
R Bank	1.80%	08/10/2017	08/10/2019	2,054,886	9,039	-	2,063,925	-
LegacyTexas Bank	1.70%	08/28/2017	08/28/2019	5,136,094	22,039	-	5,158,133	-
LegacyTexas Bank	2.10%	12/21/2017	09/20/2019	4,106,001	21,772	-	4,127,773	-
JPMorganChase	1.64%	10/02/2017	10/02/2019	14,232,789	-	-	14,232,789	-
Lubbock National Bank	1.65%	10/02/2017	10/02/2019	10,235,838	42,629	-	10,278,467	-
R Bank	1.83%	10/02/2017	10/02/2019	2,046,353	9,254	-	2,055,607	-
FNMA	0.00%	10/11/2017	10/09/2019	4,935,250	-	-	4,970,000	34,750
REFCORP	0.00%	10/29/2018	10/15/2019	8,386,525	-	-	8,445,940	59,415
JPMorganChase	1.98%	11/09/2017	11/09/2019	5,100,375	-	-	5,100,375	-
East West Bank	2.67%	02/20/2019	11/20/2019	5,014,651	33,491	-	5,048,142	-
Vera Bank	0.99%	12/05/2016	12/05/2019	245,000	-	-	245,000	-
LegacyTexas Bank	2.20%	12/21/2017	12/20/2019	10,277,784	57,098	-	10,334,882	-
LegacyTexas Bank	2.20%	01/08/2018	01/08/2020	7,693,962	42,744	-	7,736,705	-
East West Bank	2.21%	01/26/2018	01/26/2020	10,263,767	56,706	-	10,320,473	-
FFCB	2.07%	02/28/2018	02/14/2020	9,959,736	-	-	9,992,789	33,053
JPMorganChase	2.56%	03/21/2018	03/21/2020	5,129,778	-	-	5,129,778	-
Independent Bank	2.62%	04/09/2018	04/09/2020	13,258,309	85,652	-	13,343,961	-
R Bank	2.85%	05/14/2018	05/14/2020	2,043,567	14,250	-	2,057,818	-
LegacyTexas Bank	2.75%	05/15/2018	05/15/2020	7,161,991	49,758	-	7,211,749	-
Independent Bank	2.70%	05/16/2018	05/16/2020	5,102,778	33,594	-	5,136,373	-
Independent Bank	2.95%	06/20/2018	06/19/2020	5,111,135	38,004	-	5,149,140	-
Independent Bank	2.95%	07/06/2018	07/08/2020	6,597,022	47,987	-	6,645,009	-
Independent Bank	2.70%	04/09/2019	07/09/2020	-	3,000,000	-	3,000,000	-
FFCB	2.68%	08/29/2018	08/24/2020	10,050,741	-	-	10,101,610	50,869
East West Bank	2.69%	03/04/2019	09/04/2020	5,010,328	33,714	-	5,044,042	-
East West Bank	2.78%	01/11/2019	10/12/2020	4,024,446	27,989	-	4,052,435	-
FHLB	2.86%	10/02/2018	10/15/2020	6,048,871	-	-	6,082,403	33,533
Independent Bank	2.65%	05/01/2019	11/01/2020	-	5,167,402	-	5,167,402	-
LegacyTexas Bank	3.05%	11/16/2018	11/16/2020	5,050,326	38,925	-	5,089,251	-
East West Bank	2.70%	02/20/2019	11/20/2020	5,014,816	33,870	-	5,048,686	-
LegacyTexas Bank	3.05%	12/07/2018	12/07/2020	5,037,697	38,827	-	5,076,524	-
East West Bank	2.78%	01/11/2019	01/11/2021	10,061,115	69,973	-	10,131,088	-
Origin Bank	2.82%	02/12/2019	02/12/2021	6,200,000	42,632	-	6,242,632	-
East West Bank	2.71%	02/20/2019	02/19/2021	10,531,229	71,392	-	10,602,621	-
LegacyTexas Bank	2.74%	03/01/2019	03/01/2021	2,500,000	17,306	-	2,517,306	-
BOKF, NA	2.00%	06/27/2019	06/24/2021	-	2,000,000	-	2,000,000	-
Sub Total/Average Fund 000 - Pooled Investments				278,736,411	22,841,097	35,523,158	266,309,669	255,319

Market Value Comparison

June 30, 2019

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Market Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Market Value	Change in Market Value
Fund 170 - Interest & Sinking GO Bonds								
TexPool	N/A	09/30/2015	N/A	92,543	198,111	93,421	197,234	—
TexasDAILY	N/A	04/30/2016	N/A	84,158	508	—	84,666	—
NexBank	N/A	02/27/2017	N/A	7,049,772	1,545,541	547,317	8,047,996	—
R Bank	2.75%	12/26/2018	06/26/2019	1,510,205	—	1,510,205	—	—
East West Bank	2.69%	01/11/2019	07/11/2019	7,846,122	52,795	—	7,898,918	—
Sub Total/Average Fund 170 - Interest & Sinking GO Bonds				16,582,801	1,796,956	2,150,943	16,228,813	—
Fund 210 - Interest & Sinking Debt Service								
NexBank	N/A	02/27/2019	N/A	1,003,927	6,554	—	1,010,481	—
JPMorgan Chase	N/A	09/30/2015	N/A	4,790	—	—	4,790	—
Sub Total/Average Fund 210 - Interest & Sinking Debt Service				1,008,718	6,554	—	1,015,271	—
Fund 459 - 2018 Bond Fund								
TexPool	N/A	12/15/2018	N/A	1,018,032	9,543	—	1,027,574	—
Wallis State Bank	2.76%	12/21/2018	09/23/2019	3,020,446	21,043	—	3,041,489	—
R Bank	2.83%	12/26/2018	09/24/2019	3,020,538	21,622	—	3,042,160	—
Sub Total/Average Fund 459 - 2018 Bond Fund				7,059,016	52,208	—	7,111,223	—
Fund 460 - Bond Fund								
TexPool	N/A	09/30/2015	N/A	644,690	1,953	621,528	25,115	—
NexBank	N/A	11/29/2016	N/A	1,558,398	10,174	—	1,568,572	—
Independent Bank	2.78%	07/06/2018	07/09/2019	6,084,380	41,707	—	6,126,087	—
East West Bank	2.86%	12/07/2018	12/09/2019	5,045,257	36,102	—	5,081,359	—
East West Bank	2.70%	03/04/2019	03/04/2020	4,008,293	27,072	—	4,035,365	—
Sub Total/Average Fund 460 - Bond Fund				17,341,018	117,008	621,528	16,836,497	—
Fund 462 - 2017 Bond Fund								
TexPool	N/A	05/30/2017	N/A	1,310,710	680,121	1,232,384	758,447	—
LegacyTexas Bank	1.70%	06/23/2017	06/24/2019	1,030,139	2,929	1,033,068	—	—
East West Bank	2.38%	03/21/2018	09/21/2019	3,074,458	18,297	—	3,092,755	—
East West Bank	2.86%	12/07/2018	12/09/2019	1,513,577	10,831	—	1,524,408	—
R Bank	2.90%	12/26/2018	12/26/2019	2,014,352	14,777	—	2,029,129	—
Sub Total/Average Fund 462 - 2017 Bond Fund				8,943,236	726,955	2,265,452	7,404,739	—
Fund 465 - 2019 CO Bond Fund								
TexPool	N/A	05/30/2019	N/A	—	30,024,730	30,000,000	24,730	—
NexBank	N/A	06/28/2019	N/A	—	13,377,527	—	13,377,527	—
R Bank	2.55%	06/04/2019	06/04/2020	—	3,000,000	—	3,000,000	—
Independent Bank	2.48%	06/05/2019	06/05/2020	—	5,000,000	—	5,000,000	—
Independent Bank	2.52%	06/05/2019	12/05/2020	—	4,000,000	—	4,000,000	—
Sub Total/Average Fund 465 - 2019 CO Bond Fund				—	55,402,257	30,000,000	25,402,257	—
Fund 591 - Reserves Fund								
TexPool	N/A	09/30/2015	N/A	8,540	51	—	8,591	—
NexBank	N/A	04/29/2019	N/A	—	839,093	—	839,093	—
Green Bank	N/A	06/09/2016	N/A	832,010	1,640	833,650	—	—
Sub Total/Average Fund 591 - Reserves Fund				840,550	840,784	833,650	847,684	—
Fund 602 - Interest & Sinking Revenue Bonds								
TexPool	N/A	09/30/2015	N/A	1,649,049	6,633,693	1,500	8,281,243	—
East West Bank	2.73%	12/07/2018	06/07/2019	3,530,233	—	3,530,233	—	—
Sub Total/Average Fund 602 - Interest & Sinking Revenue Bonds				5,179,283	6,633,693	3,531,733	8,281,243	—
Fund 863 - Drainage Utility Revenue Bond								
TexPool	N/A	10/31/2015	N/A	775,742	252,353	469,248	558,847	—
R Bank	2.63%	05/14/2018	05/14/2019	3,060,256	—	3,060,256	—	—
Treasury	1.38%	05/15/2019	02/15/2020	—	995,920	—	995,703	3,164
FHLMC	1.38%	05/15/2019	05/01/2020	—	1,486,801	—	1,491,996	5,997

Market Value Comparison

June 30, 2019

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Market Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Market Value	Change in Market Value
Sub Total/Average Fund 863 - Drainage Utility Revenue Bond				3,835,999	2,735,074	3,529,505	3,046,546	9,161
Total / Average				\$ 339,527,031	\$ 91,152,585	\$ 78,455,969	\$ 352,483,943	\$ 264,480

Holdings by Allocation and Portfolio (Fund)
March 31, 2019

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Fund 000 - Pooled Investments										
NexBank	2.66%		11/29/2016	\$ 11,741,856	\$ 11,741,856	100.00	\$ 11,741,856	N/A	1	2.66%
Green Bank	2.56%		06/09/2016	41,658	41,658	100.00	41,658	N/A	1	2.56%
JPMorgan Chase	0.53%		09/30/2015	5,183,348	5,183,348	100.00	5,183,348	N/A	1	0.53%
TexSTAR	2.41%	AAA	09/30/2015	196,424	196,424	100.00	196,424	N/A	1	2.41%
TexPool	2.42%	AAA	09/30/2015	227,277	227,277	100.00	227,277	N/A	1	2.42%
TexasDAILY	2.41%	AAA	09/30/2015	12,690	12,690	100.00	12,690	N/A	1	2.41%
R Bank	1.74%		10/02/2017	2,044,049	2,044,049	100.00	2,044,049	04/02/2019	2	1.74%
Lubbock National Bank	1.50%		04/05/2017	6,174,745	6,174,745	100.00	6,174,745	04/05/2019	5	1.50%
Independent Bank	1.65%		05/01/2017	5,146,695	5,146,695	100.00	5,146,695	05/01/2019	31	1.65%
Union State Bank	2.39%		05/10/2018	2,000,000	2,000,000	100.00	2,000,000	05/09/2019	39	2.39%
Texas A&M Univ	1.94%	Aaa/AAA/AAA	05/01/2017	2,050,000	2,051,099	99.93	2,048,606	05/15/2019	45	1.50%
Austin TX W&WW System Rev	1.93%	Aa2/AA/AA-	01/04/2019	2,850,000	2,847,513	99.92	2,847,777	05/15/2019	45	2.63%
LegacyTexas Bank	2.05%		12/22/2017	4,130,118	4,130,118	100.00	4,130,118	06/21/2019	82	2.05%
LegacyTexas Bank	1.70%		06/23/2017	5,150,697	5,150,697	100.00	5,150,697	06/24/2019	85	1.70%
FHLMC	0.88%	Aaa/AA+/AAA	02/28/2018	10,000,000	9,961,163	99.50	9,949,561	07/19/2019	110	2.19%
LegacyTexas Bank	1.70%		08/10/2017	8,217,750	8,217,750	100.00	8,217,750	08/09/2019	131	1.70%
R Bank	1.80%		08/10/2017	2,054,886	2,054,886	100.00	2,054,886	08/10/2019	132	1.80%
LegacyTexas Bank	1.70%		08/28/2017	5,136,094	5,136,094	100.00	5,136,094	08/28/2019	150	1.70%
LegacyTexas Bank	2.10%		12/21/2017	4,106,001	4,106,001	100.00	4,106,001	09/20/2019	173	2.10%
JPMorganChase	1.64%		10/02/2017	14,232,789	14,232,789	100.00	14,232,789	10/02/2019	185	1.64%
Lubbock National Bank	1.65%		10/02/2017	10,235,838	10,235,838	100.00	10,235,838	10/02/2019	185	1.65%
R Bank	1.83%		10/02/2017	2,046,353	2,046,353	100.00	2,046,353	10/02/2019	185	1.83%
FNMA	0.00%	-/AA/AA-	10/11/2017	5,000,000	4,954,005	98.71	4,935,250	10/09/2019	192	1.79%
REFCORP	0.00%	-/AA/-	10/29/2018	8,500,000	8,376,125	98.67	8,386,525	10/15/2019	198	2.74%
JPMorganChase	1.98%		11/09/2017	5,100,375	5,100,375	100.00	5,100,375	11/09/2019	223	1.98%
East West Bank	2.67%		02/20/2019	5,014,651	5,014,651	100.00	5,014,651	11/20/2019	234	2.67%
Union State Bank	0.99%		12/05/2016	245,000	245,000	100.00	245,000	12/05/2019	249	0.99%
LegacyTexas Bank	2.20%		12/21/2017	10,277,784	10,277,784	100.00	10,277,784	12/20/2019	264	2.20%
LegacyTexas Bank	2.20%		01/08/2018	7,693,962	7,693,962	100.00	7,693,962	01/08/2020	283	2.20%
East West Bank	2.21%		01/26/2018	10,263,767	10,263,767	100.00	10,263,767	01/26/2020	301	2.21%
FFCB	2.07%	Aaa/AA+/AAA	02/28/2018	10,000,000	9,978,681	99.60	9,959,736	02/14/2020	320	2.32%
JPMorganChase	2.56%		03/21/2018	5,129,778	5,129,778	100.00	5,129,778	03/21/2020	356	2.56%
Independent Bank	2.62%		04/09/2018	13,258,309	13,258,309	100.00	13,258,309	04/09/2020	375	2.62%
R Bank	2.85%		05/14/2018	2,043,567	2,043,567	100.00	2,043,567	05/14/2020	410	2.85%
LegacyTexas Bank	2.75%		05/15/2018	7,161,991	7,161,991	100.00	7,161,991	05/15/2020	411	2.75%
Independent Bank	2.70%		05/16/2018	5,102,778	5,102,778	100.00	5,102,778	05/16/2020	412	2.70%
Independent Bank	2.95%		06/20/2018	5,111,135	5,111,135	100.00	5,111,135	06/19/2020	446	2.95%
Independent Bank	2.95%		07/06/2018	6,597,022	6,597,022	100.00	6,597,022	07/08/2020	465	2.95%
FFCB	2.68%	Aaa/AA+/AAA	08/29/2018	10,000,000	9,995,733	100.51	10,050,741	08/24/2020	512	2.71%
East West Bank	2.69%		03/04/2019	5,010,328	5,010,328	100.00	5,010,328	09/04/2020	523	2.69%
East West Bank	2.78%		01/11/2019	4,024,446	4,024,446	100.00	4,024,446	10/12/2020	561	2.78%
FHLB	2.86%	Aaa/AA+/-	10/02/2018	6,000,000	5,999,423	100.81	6,048,871	10/15/2020	564	2.87%
LegacyTexas Bank	3.05%		11/16/2018	5,050,326	5,050,326	100.00	5,050,326	11/16/2020	596	3.05%
East West Bank	2.70%		02/20/2019	5,014,816	5,014,816	100.00	5,014,816	11/20/2020	600	2.70%
LegacyTexas Bank	3.05%		12/07/2018	5,037,697	5,037,697	100.00	5,037,697	12/07/2020	617	3.05%
East West Bank	2.78%		01/11/2019	10,061,115	10,061,115	100.00	10,061,115	01/11/2021	652	2.78%
Origin Bank	2.82%		02/12/2019	6,200,000	6,200,000	100.00	6,200,000	02/12/2021	684	2.82%
East West Bank	2.71%		02/20/2019	10,531,229	10,531,229	100.00	10,531,229	02/19/2021	691	2.71%
LegacyTexas Bank	2.74%		03/01/2019	2,500,000	2,500,000	100.00	2,500,000	03/01/2021	701	2.74%
Sub Total / Average	2.14%			278,909,344	278,673,087	99.94	278,736,411		311	2.32%

Holdings by Allocation and Portfolio (Fund)
March 31, 2019

Issuer	Coupon Rate	Credit Rating	Settlement Date	Face Amount/ Shares	Book Value	Market Price	Market Value	Maturity Date	Days to Maturity	YTM @ Book
Fund 170 - Interest & Sinking GO Bonds										
TexasDAILY	2.41%	AAAm	04/30/2016	84,158	84,158	100.00	84,158	N/A	1	2.41%
NexBank	2.66%		02/27/2017	7,049,772	7,049,772	100.00	7,049,772	N/A	1	2.66%
TexPool	2.42%	AAAm	09/30/2015	92,543	92,543	100.00	92,543	N/A	1	2.42%
R Bank	2.75%		12/26/2018	1,510,205	1,510,205	100.00	1,510,205	06/26/2019	87	2.75%
East West Bank	2.69%		01/11/2019	7,846,122	7,846,122	100.00	7,846,122	07/11/2019	102	2.69%
Sub Total / Average	2.68%			16,582,801	16,582,801	100.00	16,582,801		57	2.68%
Fund 210 - Interest & Sinking Debt Service										
NexBank	2.66%		02/27/2019	1,003,927	1,003,927	100.00	1,003,927	N/A	1	2.66%
JPMorgan Chase	0.53%		09/30/2015	4,790	4,790	100.00	4,790	N/A	1	0.53%
Sub Total / Average	2.65%			1,008,718	1,008,718	100.00	1,008,718		1	2.65%
Fund 459 - 2018 Bond Fund										
TexPool	2.42%	AAAm	12/15/2018	1,018,032	1,018,032	100.00	1,018,032	N/A	1	2.42%
Wallis State Bank	2.76%		12/21/2018	3,020,446	3,020,446	100.00	3,020,446	09/23/2019	176	2.76%
R Bank	2.83%		12/26/2018	3,020,538	3,020,538	100.00	3,020,538	09/24/2019	177	2.83%
Sub Total / Average	2.74%			7,059,016	7,059,016	100.00	7,059,016		151	2.74%
Fund 460 - Bond Fund										
TexPool	2.42%	AAAm	09/30/2015	644,690	644,690	100.00	644,690	N/A	1	2.42%
NexBank	2.66%		11/29/2016	1,558,398	1,558,398	100.00	1,558,398	N/A	1	2.66%
Independent Bank	2.78%		07/06/2018	6,084,380	6,084,380	100.00	6,084,380	07/09/2019	100	2.78%
East West Bank	2.86%		12/07/2018	5,045,257	5,045,257	100.00	5,045,257	12/09/2019	253	2.86%
East West Bank	2.70%		03/04/2019	4,008,293	4,008,293	100.00	4,008,293	03/04/2020	339	2.70%
Sub Total / Average	2.76%			17,341,018	17,341,018	100.00	17,341,018		187	2.76%
Fund 462 - 2017 Bond Fund										
TexPool	2.42%	AAAm	05/30/2017	1,310,710	1,310,710	100.00	1,310,710	N/A	1	2.42%
LegacyTexas Bank	1.70%		06/23/2017	1,030,139	1,030,139	100.00	1,030,139	06/24/2019	85	1.70%
East West Bank	2.38%		03/21/2018	3,074,458	3,074,458	100.00	3,074,458	09/21/2019	174	2.38%
East West Bank	2.86%		12/07/2018	1,513,577	1,513,577	100.00	1,513,577	12/09/2019	253	2.86%
R Bank	2.90%		12/26/2018	2,014,352	2,014,352	100.00	2,014,352	12/26/2019	270	2.90%
Sub Total / Average	2.51%			8,943,236	8,943,236	100.00	8,943,236		173	2.51%
Fund 591 - Reserves Fund										
Green Bank	2.56%		06/09/2016	832,010	832,010	100.00	832,010	N/A	1	2.56%
TexPool	2.42%	AAAm	09/30/2015	8,540	8,540	100.00	8,540	N/A	1	2.42%
Sub Total / Average	2.56%			840,550	840,550	100.00	840,550		1	2.56%
Fund 602 - Interest & Sinking Revenue Bonds										
TexPool	2.42%	AAAm	09/30/2015	1,649,049	1,649,049	100.00	1,649,049	N/A	1	2.42%
East West Bank	2.73%		12/07/2018	3,530,233	3,530,233	100.00	3,530,233	06/07/2019	68	2.73%
Sub Total / Average	2.63%			5,179,283	5,179,283	100.00	5,179,283		47	2.63%
Fund 863 - Drainage Utility Revenue Bond										
TexPool	2.42%	AAAm	10/31/2015	775,742	775,742	100.00	775,742	N/A	1	2.42%
R Bank	2.63%		05/14/2018	3,060,256	3,060,256	100.00	3,060,256	05/14/2019	44	2.63%
Sub Total / Average	2.59%			3,835,999	3,835,999	100.00	3,835,999		35	2.59%
Total / Average	2.24%			\$ 339,699,964	\$ 339,463,706	99.95	\$ 339,527,031		276	2.38%

Book Value Comparison

March 31, 2019

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Book Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Book Value	Change in Book Value
Fund 000 - Pooled Investments								
JPMorgan Chase	N/A	09/30/2015	N/A	\$ 8,968,657	\$ -	\$ 3,785,309	\$ 5,183,348	\$ (3,785,309)
TexPool	N/A	09/30/2015	N/A	23,574,832	69,578	23,417,133	227,277	(23,347,555)
TexSTAR	N/A	09/30/2015	N/A	195,266	1,159	-	196,424	1,159
TexasDAILY	N/A	09/30/2015	N/A	12,615	75	-	12,690	75
NexBank	N/A	11/29/2016	N/A	1,682,239	10,059,617	-	11,741,856	10,059,617
Green Bank	N/A	06/09/2016	N/A	41,393	264	-	41,658	264
Lubbock National Bank	1.45%	01/11/2017	01/11/2019	10,281,404	-	10,281,404	-	(10,281,404)
Galveston Texas	6.21%	01/08/2018	02/01/2019	1,234,454	-	1,230,000	-	(1,234,454)
Tomball TX CO's	5.00%	12/20/2016	02/15/2019	778,445	-	775,000	-	(778,445)
LegacyTexas Bank	1.40%	02/17/2017	02/19/2019	9,753,107	11,589	9,764,696	-	(9,753,107)
Corpus Christi-Ref	1.81%	03/14/2016	03/01/2019	2,251,566	-	2,250,000	-	(2,251,566)
Lubbock National Bank	1.45%	03/01/2017	03/01/2019	5,641,790	13,655	5,655,445	-	(5,641,790)
R Bank	1.74%	10/02/2017	04/02/2019	2,035,104	8,945	-	2,044,049	8,945
Lubbock National Bank	1.50%	04/05/2017	04/05/2019	6,151,963	22,782	-	6,174,745	22,782
Independent Bank	1.65%	05/01/2017	05/01/2019	5,125,379	21,316	-	5,146,695	21,316
Union State Bank	2.39%	05/10/2018	05/09/2019	2,000,000	-	-	2,000,000	-
Austin TX W&WW System Rev	1.93%	01/04/2019	05/15/2019	-	2,850,259	-	2,847,513	2,847,513
Texas A&M Univ	1.94%	05/01/2017	05/15/2019	2,053,296	-	-	2,051,099	(2,197)
LegacyTexas Bank	2.05%	12/22/2017	06/21/2019	4,109,312	20,807	-	4,130,118	20,807
LegacyTexas Bank	1.70%	06/23/2017	06/24/2019	5,129,166	21,530	-	5,150,697	21,530
FHLMC	0.88%	02/28/2018	07/19/2019	9,929,387	-	-	9,961,163	31,776
LegacyTexas Bank	1.70%	08/10/2017	08/09/2019	8,183,400	34,351	-	8,217,750	34,351
R Bank	1.80%	08/10/2017	08/10/2019	2,045,585	9,302	-	2,054,886	9,302
LegacyTexas Bank	1.70%	08/28/2017	08/28/2019	5,114,625	21,469	-	5,136,094	21,469
LegacyTexas Bank	2.10%	12/21/2017	09/20/2019	4,084,813	21,188	-	4,106,001	21,188
JPMorganChase	1.64%	10/02/2017	10/02/2019	14,232,789	-	-	14,232,789	-
Lubbock National Bank	1.65%	10/02/2017	10/02/2019	10,194,307	41,532	-	10,235,838	41,532
R Bank	1.83%	10/02/2017	10/02/2019	2,036,936	9,417	-	2,046,353	9,417
FNMA	0.00%	10/11/2017	10/09/2019	4,932,445	-	-	4,954,005	21,560
REFCORP	0.00%	10/29/2018	10/15/2019	8,319,818	-	-	8,376,125	56,307
JPMorganChase	1.98%	11/09/2017	11/09/2019	5,100,375	-	-	5,100,375	-
East West Bank	2.67%	02/20/2019	11/20/2019	-	5,014,651	-	5,014,651	5,014,651
Union State Bank	0.99%	12/05/2016	12/05/2019	245,000	-	-	245,000	-
LegacyTexas Bank	2.20%	12/21/2017	12/20/2019	10,222,232	55,552	-	10,277,784	55,552
LegacyTexas Bank	2.20%	01/08/2018	01/08/2020	7,652,375	41,587	-	7,693,962	41,587
East West Bank	2.21%	01/26/2018	01/26/2020	10,207,990	55,777	-	10,263,767	55,777
FFCB	2.07%	02/28/2018	02/14/2020	9,972,684	-	-	9,978,681	5,996
JPMorganChase	2.56%	03/21/2018	03/21/2020	5,000,000	129,778	-	5,129,778	129,778
Independent Bank	2.62%	04/09/2018	04/09/2020	13,171,327	86,981	-	13,258,309	86,981
R Bank	2.85%	05/14/2018	05/14/2020	2,028,941	14,627	-	2,043,567	14,627
LegacyTexas Bank	2.75%	05/15/2018	05/15/2020	7,113,646	48,345	-	7,161,991	48,345
Independent Bank	2.70%	05/16/2018	05/16/2020	5,068,286	34,492	-	5,102,778	34,492
Independent Bank	2.95%	06/20/2018	06/19/2020	5,074,225	36,910	-	5,111,135	36,910
Independent Bank	2.95%	07/06/2018	07/08/2020	6,548,332	48,691	-	6,597,022	48,691
FFCB	2.68%	08/29/2018	08/24/2020	9,994,983	-	-	9,995,733	750
East West Bank	2.69%	03/04/2019	09/04/2020	-	5,010,328	-	5,010,328	5,010,328
East West Bank	2.78%	01/11/2019	10/12/2020	-	4,024,446	-	4,024,446	4,024,446
FHLB	2.86%	10/02/2018	10/15/2020	5,999,331	-	-	5,999,423	92
LegacyTexas Bank	3.05%	11/16/2018	11/16/2020	5,012,534	37,791	-	5,050,326	37,791
East West Bank	2.70%	02/20/2019	11/20/2020	-	5,014,816	-	5,014,816	5,014,816
LegacyTexas Bank	3.05%	12/07/2018	12/07/2020	5,000,000	37,697	-	5,037,697	37,697
East West Bank	2.78%	01/11/2019	01/11/2021	-	10,061,115	-	10,061,115	10,061,115
Origin Bank	2.82%	02/12/2019	02/12/2021	-	6,200,000	-	6,200,000	6,200,000
East West Bank	2.71%	02/20/2019	02/19/2021	-	10,531,229	-	10,531,229	10,531,229
LegacyTexas Bank	2.74%	03/01/2019	03/01/2021	-	2,500,000	-	2,500,000	2,500,000
Sub Total/Average Fund 000 - Pooled Investments				273,506,354	62,223,648	57,158,988	278,673,087	5,166,733

Book Value Comparison

March 31, 2019

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Book Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Book Value	Change in Book Value
Fund 170 - Interest & Sinking GO Bonds								
TexPool	N/A	09/30/2015	N/A	2,244,383	13,417	2,165,256	92,543	(2,151,840)
TexasDAILY	N/A	04/30/2016	N/A	2,476,905	7,253	2,400,000	84,158	(2,392,747)
NexBank	N/A	02/27/2017	N/A	25,555	7,024,217	-	7,049,772	7,024,217
R Bank	2.75%	12/26/2018	06/26/2019	1,500,000	10,205	-	1,510,205	10,205
East West Bank	2.69%	01/11/2019	07/11/2019	-	7,846,122	-	7,846,122	7,846,122
Sub Total/Average Fund 170 - Interest & Sinking GO Bonds				6,246,843	14,901,214	4,565,256	16,582,801	10,335,958
Fund 210 - Interest & Sinking Debt Service								
NexBank	N/A	02/27/2019	N/A	-	1,003,927	-	1,003,927	1,003,927
JPMorgan Chase	N/A	09/30/2015	N/A	4,790	-	-	4,790	-
Sub Total/Average Fund 210 - Interest & Sinking Debt Service				4,790	1,003,927	-	1,008,718	1,003,927
Fund 459 - 2018 Bond Fund								
TexPool	N/A	12/15/2018	N/A	1,013,509	6,508	1,985	1,018,032	4,522
Wallis State Bank	2.76%	12/21/2018	09/23/2019	3,000,000	20,446	-	3,020,446	20,446
R Bank	2.83%	12/26/2018	09/24/2019	3,000,000	20,538	-	3,020,538	20,538
Sub Total/Average Fund 459 - 2018 Bond Fund				7,013,509	47,492	1,985	7,059,016	45,507
Fund 460 - Bond Fund								
TexPool	N/A	09/30/2015	N/A	63,070	760,191	178,571	644,690	581,620
NexBank	N/A	11/29/2016	N/A	1,538,945	4,019,453	4,000,000	1,558,398	19,453
East West Bank	2.16%	04/09/2018	01/09/2019	5,079,628	-	5,079,628	-	(5,079,628)
Independent Bank	2.78%	07/06/2018	07/09/2019	6,042,043	42,337	-	6,084,380	42,337
East West Bank	2.86%	12/07/2018	12/09/2019	5,009,804	35,453	-	5,045,257	35,453
East West Bank	2.70%	03/04/2019	03/04/2020	-	4,008,293	-	4,008,293	4,008,293
Sub Total/Average Fund 460 - Bond Fund				17,733,489	8,865,727	9,258,199	17,341,018	(392,471)
Fund 462 - 2017 Bond Fund								
TexPool	N/A	05/30/2017	N/A	898,352	412,358	-	1,310,710	412,358
LegacyTexas Bank	1.65%	06/23/2017	03/22/2019	1,025,065	2,875	1,027,940	-	(1,025,065)
LegacyTexas Bank	1.70%	06/23/2017	06/24/2019	1,025,833	4,306	-	1,030,139	4,306
East West Bank	2.38%	03/21/2018	09/21/2019	3,056,469	17,989	-	3,074,458	17,989
East West Bank	2.86%	12/07/2018	12/09/2019	1,502,941	10,636	-	1,513,577	10,636
R Bank	2.90%	12/26/2018	12/26/2019	2,000,000	14,352	-	2,014,352	14,352
Sub Total/Average Fund 462 - 2017 Bond Fund				9,508,660	462,516	1,027,940	8,943,236	(565,424)
Fund 591 - Reserves Fund								
TexPool	N/A	09/30/2015	N/A	8,489	50	-	8,540	50
Green Bank	N/A	06/09/2016	N/A	826,730	5,280	-	832,010	5,280
Sub Total/Average Fund 591 - Reserves Fund				835,220	5,330	-	840,550	5,330
Fund 602 - Interest & Sinking Revenue Bonds								
TexPool	N/A	09/30/2015	N/A	3,989,335	16,314	2,356,599	1,649,049	(2,340,286)
East West Bank	2.73%	12/07/2018	06/07/2019	3,506,550	23,683	-	3,530,233	23,683
Sub Total/Average Fund 602 - Interest & Sinking Revenue Bonds				7,495,885	39,997	2,356,599	5,179,283	(2,316,603)
Fund 863 - Drainage Utility Revenue Bond								
TexPool	N/A	10/31/2015	N/A	-	887,377	111,635	775,742	775,742
Southside Bank	1.88%	01/08/2018	01/08/2019	1,521,191	-	1,521,191	-	(1,521,191)
R Bank	2.63%	05/14/2018	05/14/2019	3,040,038	20,219	-	3,060,256	20,219
Sub Total/Average Fund 863 - Drainage Utility Revenue Bond				4,561,229	907,596	1,632,826	3,835,999	(725,230)
Total / Average				\$ 326,905,980	\$ 88,457,447	\$ 76,001,792	\$ 339,463,706	\$ 12,557,727

Market Value Comparison

March 31, 2019

Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Market Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Market Value	Change in Market Value
Fund 000 - Pooled Investments								
JPMorgan Chase	N/A	09/30/2015	N/A	\$ 8,968,657	\$ -	\$ 3,785,309	\$ 5,183,348	\$ -
TexPool	N/A	09/30/2015	N/A	23,574,832	69,578	23,417,133	227,277	-
TexSTAR	N/A	09/30/2015	N/A	195,266	1,159	-	196,424	-
TexasDAILY	N/A	09/30/2015	N/A	12,615	75	-	12,690	-
NexBank	N/A	11/29/2016	N/A	1,682,239	10,059,617	-	11,741,856	-
Green Bank	N/A	06/09/2016	N/A	41,393	264	-	41,658	-
Lubbock National Bank	1.45%	01/11/2017	01/11/2019	10,281,404	-	10,281,404	-	-
Galveston Texas	6.21%	01/08/2018	02/01/2019	1,233,481	-	1,230,000	-	(3,481)
Tomball TX CO's	5.00%	12/20/2016	02/15/2019	777,976	-	775,000	-	(2,976)
LegacyTexas Bank	1.40%	02/17/2017	02/19/2019	9,753,107	11,589	9,764,696	-	-
Corpus Christi-Ref	1.81%	03/14/2016	03/01/2019	2,247,120	-	2,250,000	-	2,880
Lubbock National Bank	1.45%	03/01/2017	03/01/2019	5,641,790	13,655	5,655,445	-	-
R Bank	1.74%	10/02/2017	04/02/2019	2,035,104	8,945	-	2,044,049	-
Lubbock National Bank	1.50%	04/05/2017	04/05/2019	6,151,963	22,782	-	6,174,745	-
Independent Bank	1.65%	05/01/2017	05/01/2019	5,125,379	21,316	-	5,146,695	-
Union State Bank	2.39%	05/10/2018	05/09/2019	2,000,000	-	-	2,000,000	-
Austin TX W&WW System Rev	1.93%	01/04/2019	05/15/2019	-	2,850,259	-	2,847,777	5,016
Texas A&M Univ	1.94%	05/01/2017	05/15/2019	2,043,112	-	-	2,048,606	5,494
LegacyTexas Bank	2.05%	12/22/2017	06/21/2019	4,109,312	20,807	-	4,130,118	-
LegacyTexas Bank	1.70%	06/23/2017	06/24/2019	5,129,166	21,530	-	5,150,697	-
FHLMC	0.88%	02/28/2018	07/19/2019	9,905,355	-	-	9,949,561	44,206
LegacyTexas Bank	1.70%	08/10/2017	08/09/2019	8,183,400	34,351	-	8,217,750	-
R Bank	1.80%	08/10/2017	08/10/2019	2,045,585	9,302	-	2,054,886	-
LegacyTexas Bank	1.70%	08/28/2017	08/28/2019	5,114,625	21,469	-	5,136,094	-
LegacyTexas Bank	2.10%	12/21/2017	09/20/2019	4,084,813	21,188	-	4,106,001	-
JPMorganChase	1.64%	10/02/2017	10/02/2019	14,232,789	-	-	14,232,789	-
Lubbock National Bank	1.65%	10/02/2017	10/02/2019	10,194,307	41,532	-	10,235,838	-
R Bank	1.83%	10/02/2017	10/02/2019	2,036,936	9,417	-	2,046,353	-
FNMA	0.00%	10/11/2017	10/09/2019	4,902,800	-	-	4,935,250	32,450
REFCORP	0.00%	10/29/2018	10/15/2019	8,331,190	-	-	8,386,525	55,335
JPMorganChase	1.98%	11/09/2017	11/09/2019	5,100,375	-	-	5,100,375	-
East West Bank	2.67%	02/20/2019	11/20/2019	-	5,014,651	-	5,014,651	-
Union State Bank	0.99%	12/05/2016	12/05/2019	245,000	-	-	245,000	-
LegacyTexas Bank	2.20%	12/21/2017	12/20/2019	10,222,232	55,552	-	10,277,784	-
LegacyTexas Bank	2.20%	01/08/2018	01/08/2020	7,652,375	41,587	-	7,693,962	-
East West Bank	2.21%	01/26/2018	01/26/2020	10,207,990	55,777	-	10,263,767	-
FFCB	2.07%	02/28/2018	02/14/2020	9,955,264	-	-	9,959,736	4,472
JPMorganChase	2.56%	03/21/2018	03/21/2020	5,000,000	129,778	-	5,129,778	-
Independent Bank	2.62%	04/09/2018	04/09/2020	13,171,327	86,981	-	13,258,309	-
R Bank	2.85%	05/14/2018	05/14/2020	2,028,941	14,627	-	2,043,567	-
LegacyTexas Bank	2.75%	05/15/2018	05/15/2020	7,113,646	48,345	-	7,161,991	-
Independent Bank	2.70%	05/16/2018	05/16/2020	5,068,286	34,492	-	5,102,778	-
Independent Bank	2.95%	06/20/2018	06/19/2020	5,074,225	36,910	-	5,111,135	-
Independent Bank	2.95%	07/06/2018	07/08/2020	6,548,332	48,691	-	6,597,022	-
FFCB	2.68%	08/29/2018	08/24/2020	10,031,395	-	-	10,050,741	19,346
East West Bank	2.69%	03/04/2019	09/04/2020	-	5,010,328	-	5,010,328	-
East West Bank	2.78%	01/11/2019	10/12/2020	-	4,024,446	-	4,024,446	-
FHLB	2.86%	10/02/2018	10/15/2020	6,037,935	-	-	6,048,871	10,936
LegacyTexas Bank	3.05%	11/16/2018	11/16/2020	5,012,534	37,791	-	5,050,326	-
East West Bank	2.70%	02/20/2019	11/20/2020	-	5,014,816	-	5,014,816	-
LegacyTexas Bank	3.05%	12/07/2018	12/07/2020	5,000,000	37,697	-	5,037,697	-
East West Bank	2.78%	01/11/2019	01/11/2021	-	10,061,115	-	10,061,115	-
Origin Bank	2.82%	02/12/2019	02/12/2021	-	6,200,000	-	6,200,000	-
East West Bank	2.71%	02/20/2019	02/19/2021	-	10,531,229	-	10,531,229	-
LegacyTexas Bank	2.74%	03/01/2019	03/01/2021	-	2,500,000	-	2,500,000	-
Sub Total/Average Fund 000 - Pooled Investments				273,505,571	62,223,648	57,158,988	278,736,411	173,678

Market Value Comparison

March 31, 2019

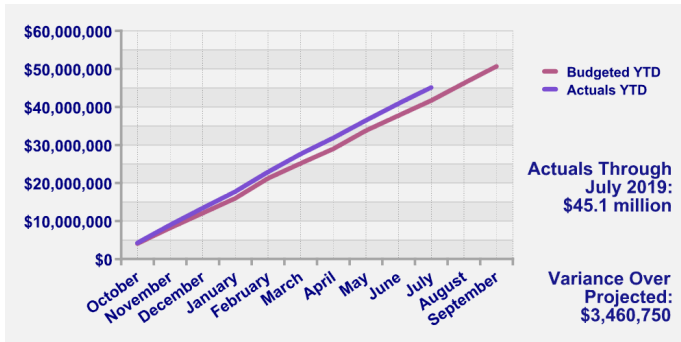
Issuer	Coupon Rate	Settlement Date	Maturity Date	Beginning Market Value	Total Buys/ Increases	Total Sells/ Decreases	Ending Market Value	Change in Market Value
Fund 170 - Interest & Sinking GO Bonds								
TexPool	N/A	09/30/2015	N/A	2,244,383	13,417	2,165,256	92,543	–
TexasDAILY	N/A	04/30/2016	N/A	2,476,905	7,253	2,400,000	84,158	–
NexBank	N/A	02/27/2017	N/A	25,555	7,024,217	–	7,049,772	–
R Bank	2.75%	12/26/2018	06/26/2019	1,500,000	10,205	–	1,510,205	–
East West Bank	2.69%	01/11/2019	07/11/2019	–	7,846,122	–	7,846,122	–
Sub Total/Average Fund 170 - Interest & Sinking GO Bonds				6,246,843	14,901,214	4,565,256	16,582,801	–
Fund 210 - Interest & Sinking Debt Service								
NexBank	N/A	02/27/2019	N/A	–	1,003,927	–	1,003,927	–
JPMorgan Chase	N/A	09/30/2015	N/A	4,790	–	–	4,790	–
Sub Total/Average Fund 210 - Interest & Sinking Debt Service				4,790	1,003,927	–	1,008,718	–
Fund 459 - 2018 Bond Fund								
TexPool	N/A	12/15/2018	N/A	1,013,509	6,508	1,985	1,018,032	–
Wallis State Bank	2.76%	12/21/2018	09/23/2019	3,000,000	20,446	–	3,020,446	–
R Bank	2.83%	12/26/2018	09/24/2019	3,000,000	20,538	–	3,020,538	–
Sub Total/Average Fund 459 - 2018 Bond Fund				7,013,509	47,492	1,985	7,059,016	–
Fund 460 - Bond Fund								
TexPool	N/A	09/30/2015	N/A	63,070	760,191	178,571	644,690	–
NexBank	N/A	11/29/2016	N/A	1,538,945	4,019,453	4,000,000	1,558,398	–
East West Bank	2.16%	04/09/2018	01/09/2019	5,079,628	–	5,079,628	–	–
Independent Bank	2.78%	07/06/2018	07/09/2019	6,042,043	42,337	–	6,084,380	–
East West Bank	2.86%	12/07/2018	12/09/2019	5,009,804	35,453	–	5,045,257	–
East West Bank	2.70%	03/04/2019	03/04/2020	–	4,008,293	–	4,008,293	–
Sub Total/Average Fund 460 - Bond Fund				17,733,489	8,865,727	9,258,199	17,341,018	–
Fund 462 - 2017 Bond Fund								
TexPool	N/A	05/30/2017	N/A	898,352	412,358	–	1,310,710	–
LegacyTexas Bank	1.65%	06/23/2017	03/22/2019	1,025,065	2,875	1,027,940	–	–
LegacyTexas Bank	1.70%	06/23/2017	06/24/2019	1,025,833	4,306	–	1,030,139	–
East West Bank	2.38%	03/21/2018	09/21/2019	3,056,469	17,989	–	3,074,458	–
East West Bank	2.86%	12/07/2018	12/09/2019	1,502,941	10,636	–	1,513,577	–
R Bank	2.90%	12/26/2018	12/26/2019	2,000,000	14,352	–	2,014,352	–
Sub Total/Average Fund 462 - 2017 Bond Fund				9,508,660	462,516	1,027,940	8,943,236	–
Fund 591 - Reserves Fund								
TexPool	N/A	09/30/2015	N/A	8,489	50	–	8,540	–
Green Bank	N/A	06/09/2016	N/A	826,730	5,280	–	832,010	–
Sub Total/Average Fund 591 - Reserves Fund				835,220	5,330	–	840,550	–
Fund 602 - Interest & Sinking Revenue Bonds								
TexPool	N/A	09/30/2015	N/A	3,989,335	16,314	2,356,599	1,649,049	–
East West Bank	2.73%	12/07/2018	06/07/2019	3,506,550	23,683	–	3,530,233	–
Sub Total/Average Fund 602 - Interest & Sinking Revenue Bonds				7,495,885	39,997	2,356,599	5,179,283	–
Fund 863 - Drainage Utility Revenue Bond								
TexPool	N/A	10/31/2015	N/A	–	887,377	111,635	775,742	–
Southside Bank	1.88%	01/08/2018	01/08/2019	1,521,191	–	1,521,191	–	–
R Bank	2.63%	05/14/2018	05/14/2019	3,040,038	20,219	–	3,060,256	–
Sub Total/Average Fund 863 - Drainage Utility Revenue Bond				4,561,229	907,596	1,632,826	3,835,999	–
Total / Average				\$ 326,905,197	\$ 88,457,447	\$ 76,001,792	\$ 339,527,031	\$ 173,678



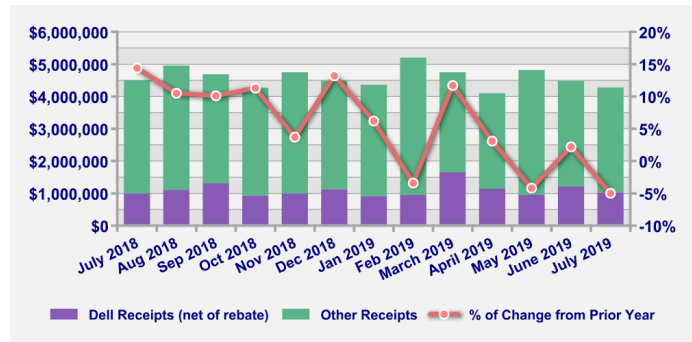
Round Rock by the Numbers

FY 2018/19 - Third Quarter - 06/30/2019

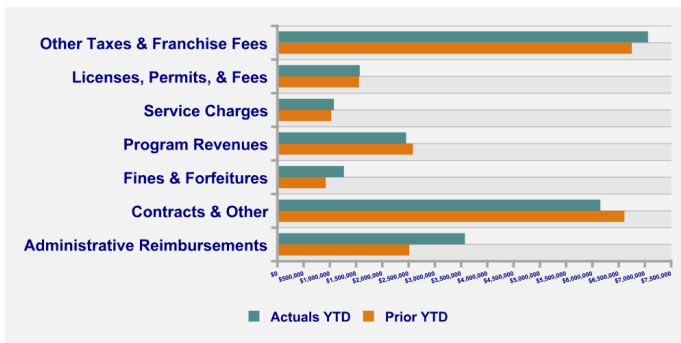
Sales Tax Actuals vs. Projections - Gen Fund Only



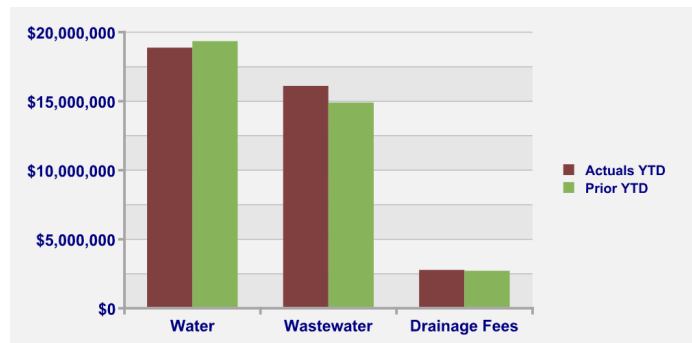
Rolling 12 Month - General Fund Sales Tax



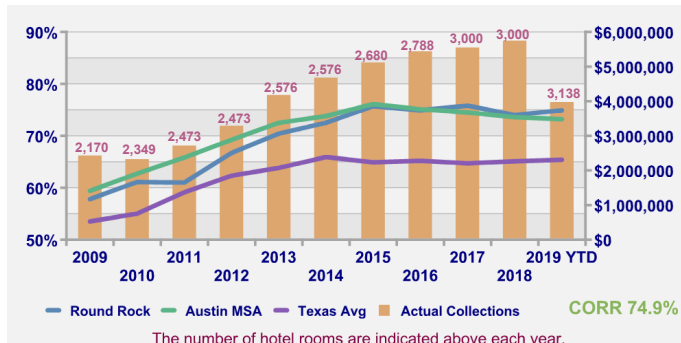
Other General Fund Revenues



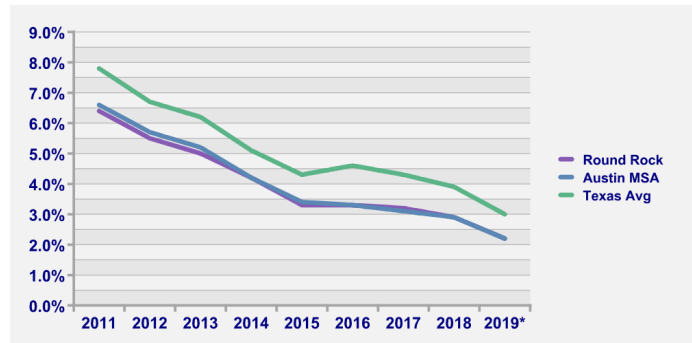
Utility Revenues



Hotel Occupancy Rates and Revenues



Unemployment Data



Notes & Comments

- Sales tax receipts through July (on sales through May) are up 6.14% over the prior year-to-date.
- Most property tax collections occur from November through January each year. Collections have been strong in 2018/19 and budgeted revenues have been met.
- Utility revenues are trending in line with budget through the first 3 quarters. Water revenues for 2018/19 include the 3% rate increase that went into effect on 10/1/2018.
- Hotel occupancy tax and Venue tax revenues are trending in line with budget.
- Overall for GF revenues - In addition to strong sales tax and property tax collections, all other General Fund revenues appear strong and on target overall.
 - Contracts & Other is trending less than last year because of the timing of the Fire Opioid grant proceeds.
 - Administrative Reimbursements are trending ahead of last year because we increased the transfer amount from Type B for FY 2019.
 - Municipal Court fines are up due to rising ticket counts. Ticket counts through the first 3 quarters are the highest since 2010-2011.



Round Rock by the Numbers

FY 2018/19 - Annual Facts

Tax Information

	2018/19	2017/18
Population	116,120	112,201
Property Tax Rate	\$ 0.42000	0.43000
M&O .29813 Debt .12187		
Median Home Value	\$ 241,538	227,714
Taxable Property Value (billions)	\$ 13.6	12.5
Property Tax per Capita	\$ 492.42	482.47

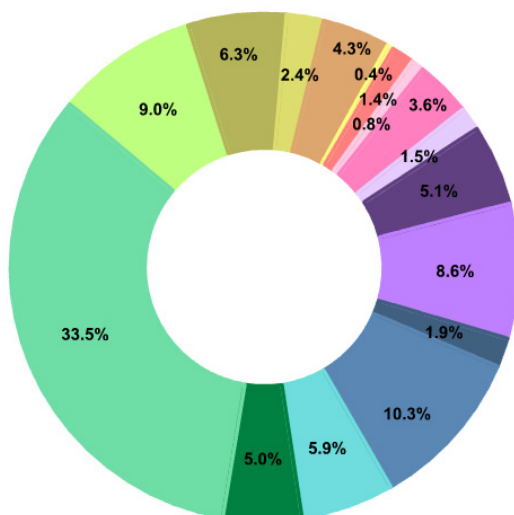
Taxing Entities

CORR	\$	0.4200
Williamson County	\$	0.4665
RRISD	\$	1.3805
ACC	\$	0.1048
Upper Brushy Creek	\$	0.0200
Total Tax Rate (includes CORR)	\$	2.3918

Top 10 Property Taxpayers (sorted by rank as of Oct 2018)

Dell Computer Holdings LP
 CPG RR, LP (Premium Outlets)
 CMF 15 Portfolio (Col. Grand Apt)
 Baltgem (La Frontera Village)
 Fisher-Rosemount Systems Inc.(Emerson)
 Columbia/St. David Healthcare
 Dell Computer Corp.
 2811 La Frontera LP
 FST La Frontera Square Apts
 BAEV-LASALLE (University Commons)

Total Adopted Budget 2018/19 - \$356.9 million



Debt Information

GO Bond Rating:	S & P	AAA
Utility Bond Rating:	S & P	AAA

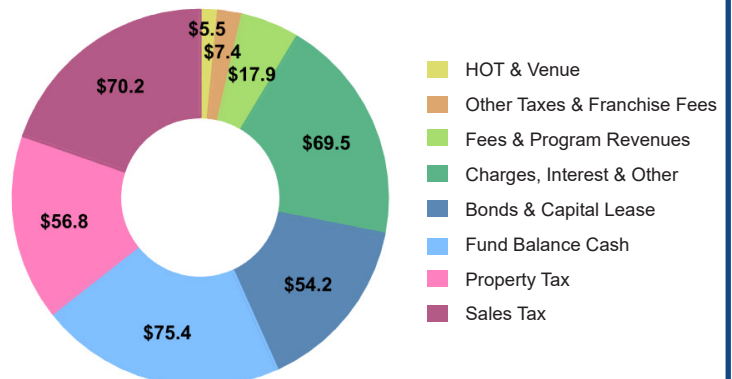
Outstanding as of 9/30/2018 (millions)

GO & CO Bonds	\$	188.3
Capital Lease	\$	9.8
Utility / Drainage	\$	69.4 / 7.0
HOT	\$	7.1
Sports Center	\$	3.9
Type B	\$	13.9

City Employees

FTEs	1005.425	Dept Total
Sworn Police*	178	252.95
Firefighters	152	162.00
*School Resource Officers -	10 SROs + 2 Sgts	

Total Revenues & Funding Sources 2018/19 - \$356.9 million



	(millions)
Police	\$ 32.3
Fire	\$ 22.4
Fiscal Support Services	\$ 8.5
Transportation	\$ 15.4
Communication	\$ 1.4
General Services	\$ 5.2
Library	\$ 3.0
Parks and Recreation	\$ 12.8
Planning and Development	\$ 5.4
Support Services	\$ 18.4
Water/Wastewater/Drainage	\$ 30.7
Sports Management	\$ 6.6
Debt Principal & Interest	\$ 36.8
Administrative Charges	\$ 20.1
General SFC	\$ 17.9
Capital Improvement Projects	\$ 120.0



City of Round Rock

Agenda Item Summary

Agenda Number: H.6

Title: Consider a resolution suspending for 45 days the effective date proposed by Atmos Energy Corporation - MidTex Division in its application filed for a rate increase.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution

Department: Finance Department

Text of Legislative File 2019-0317

On or about June 13, 2019 Atmos Energy filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"). Atmos Energy's application, if approved by the Commission, will result in an increase in the monthly customer charges of \$2.84 per month for residential customers and \$8.74 per month for commercial customers. This increase, if approved, will result in a systemwide increase in Atmos Energy's revenue of about \$67.1 million.

The City is a member of the coalition of cities known as the Atmos Texas Municipalities (ATM). ATM is comprised of about 50 cities and has been represented by the law firm of Herrera Law & Associates, PLLC to assist in reviewing applications to change rates submitted by Atmos Energy.

The City's ability to review and effectuate a change in Atmos Energy's requested increase, through partnership in the ATM, is limited. Nonetheless, to allow for a limited review of Atmos Energy's GRIP application, it is recommended that the City suspend Atmos Energy's proposed effective date of August 12, 2019 for forty-five days as allowed by state law, so that the City may evaluate whether data and calculations in Atmos Energy's rate application are correctly done.

RESOLUTION NO. R-2019-0317

A RESOLUTION BY THE CITY OF ROUND ROCK, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF ATMOS ENERGY CORPORATION – MIDTEX DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "ATMOS TEXAS MUNICIPALITIES;" DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on or about June 13, 2019 Atmos Energy Corporation – MidTex Division (“Atmos Energy”) filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (‘GRIP’), which if approved, results in an increase in the monthly customer charges as follows:

Rate Schedule	Current Customer Charge	Proposed 2018 Interim Rate Adjustment	Adjusted Customer Charge	Increase Per Bill
Rate R – Residential Sales	\$18.88 per customer per month	\$2.84 per customer per month	\$21.72 per customer per month	\$2.84
Rate C – Commercial Sales	\$43.47 per customer per month	\$8.74 per customer per month	\$52.21 per customer per month	\$8.74

WHEREAS, Atmos Energy’s application, if approved by the Railroad Commission, will result in a systemwide increase in Atmos Energy’s revenue of about \$67.1 million, of which ATM’s portion is about \$6.6 million; and

WHEREAS, the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS, the application to increase rates by Atmos Energy is complex; and

WHEREAS, it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in Atmos Energy’s

rate application are correctly done and are in conformity with section 104.301 of the Gas Utility Regulatory Act; and

WHEREAS, the effective date proposed by Atmos Energy is August 12, 2019 but a suspension by the City will mean that the rate increase cannot go into effect prior to September 26, 2019.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS THAT:

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by Atmos Energy for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

Section 3. The City shall continue to act jointly with other cities that are part of a coalition of cities known as the Atmos Texas Municipalities (“ATM”).

Section 4. The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with Atmos Energy’s application to increase rates.

Section 5. To the extent Atmos Energy’s application to increase rates under section 104.301 of the Gas Utility Regulatory Act (GURA) is considered a ratemaking proceeding, Atmos Energy is ordered to reimburse the City’s reasonable rate case expenses incurred in response to Atmos Energy’s rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

Section 6. A copy of this resolution shall be sent to Mr. Christopher A. Felan, Vice President, Rates & Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 816 Congress Ave., Suite 950, Austin, Texas 78701.

Section 7. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This resolution shall be effective immediately upon passage.

RESOLVED this 8th day of August, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.7

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Contract with the Health and Human Services Commission for funding for the Opioid Emergency Response Pilot Program.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Robert Isbell, Fire Chief

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Fire Department

Text of Legislative File 2019-0321

The Texas Targeted Opioid Response (TTOR) Grant contract is a continuation of last years award. The Pilot program has been successful in meeting project goals and influencing many agencies across the nation in confronting the Opioid crisis. As the program progresses, continued support is needed to not only validate the efficacy of the model, but to further test best practice of combating opioid addiction. Our partnership with Williamson County EMS and Mobile Outreach Team has been very powerful in the advancement of this project. The Health and Human Services Commission is working closely with our teams to truly make a difference.

Project Goals

- Increase the number of First Responders trained in opioid overdose response and prevention
- Incorporate evidence based practices for prevention, treatment, and recovery into the Community Risk Reduction Program
- Incorporate MOT's M&M Rapid Response Unit, (Medic and Mental Health) into all 911 overdose calls
- Create the foundation for providing MAT in our community
- Provide outreach and education to vulnerable population
- Provide outreach and education to local businesses, agencies, schools, and the general public
- Incorporate Peer Recovery Coaches into RRFD and MOT response plans
- Provide direct patient care to overdose survivors and their families

- Streamline data collection and record keeping among emergency services
- Offer research opportunities to one or more of our existing university partners

This contract is effective on May 1, 2019 and terminates on September 30, 2019. The costs incurred by the City on this continuance are 100% reimbursable by HHSC up to \$500,000. The \$500,000 budget is comprised of \$250,000 for supplies and \$250,000 for contractual costs. The City does not plan to extend this agreement beyond September 30, 2019.

RESOLUTION NO. R-2019-0321

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments and agencies of the state to enter into agreements with one another to perform governmental functions and services, and

WHEREAS, the City of Round Rock wishes to enter into an Interlocal Contract with the Health and Human Services Commission for funding for the Opioid Emergency Response Pilot Project, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City an Interlocal Contract with the Health and Human Services Commission, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 8th day of August, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

SIGNATURE DOCUMENT FOR

HEALTH AND HUMAN SERVICES COMMISSION

CONTRACT NO. HHS000508300001

UNDER THE TEXAS TARGETED OPIOID RESPONSE (TTOR) GRANT PROGRAM

THE HEALTH AND HUMAN SERVICES COMMISSION ("System Agency") and **CITY OF ROUND ROCK** ("Local Government", "Grantee"), each a "Party" and collectively the "Parties," enter into the following contract to provide funding for the Opioid Emergency Response Pilot Project (the "Contract") pursuant to the provisions of the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code.

I. PARTIES

System Agency

Health and Human Services Commission
P.O. Box 149347
Austin, TX 78714-9347
Jennifer Molenaar
512-206-5153
Jennifer.Molenaar@hhsc.state.tx.us

Local Government

City of Round Rock
221 E. Main St.
Round Rock, TX 78664
Angelo Luna
512-218-6625
Aluna@roundrocktexas.gov

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **Attachment A -- Statement of Work**.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on May 1, 2019 and terminates on September 30, 2019, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

IV. AMENDMENT

The Parties to this Contract may modify this contract only through the execution of a written amendment signed by both parties.

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract, including all Work Orders issued under it, shall not exceed **FIVE HUNDRED THOUSAND DOLLARS** (\$500,000.00), as provided for in **Attachment B - Budget**.

VI. LEGAL NOTICES

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
1100 W. 49th Street, MC 1911
Austin, TX 78756
Attention: Karen Ray, Chief Counsel
Office of Chief Counsel

Local Government

City of Round Rock
221 E. Main Street
Round Rock, Texas 78664
Attention: Angelo Luna

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

VII. CERTIFICATIONS

The undersigned contracting Parties certify that:

- (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract;
- (3) the proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The System Agency further certifies that it has statutory authority to contract for the services described in this contract under Texas Health and Safety Code Chapters 12 and 1001 and Texas Government Code Chapter 531, Subchapter D, to the extent applicable.

The Local Government further certifies that it has statutory authority to contract for the services described in this contract under Texas Government Code Chapter 791, The Interlocal Cooperation Act.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHS000508300001

HEALTH AND HUMAN SERVICES COMMISSION

CITY OF ROUND ROCK

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

THE FOLLOWING ATTACHMENTS TO ENTERPRISE AGENCY CONTRACT NO. HHS000508300001 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A - STATEMENT OF WORK

ATTACHMENT A-1 - STATEMENT OF WORK SUPPLEMENTAL

ATTACHMENT B – BUDGET

**ATTACHMENT C – INTERVENTIONAL PILOT PROGRAM MODEL &
IMPLEMENTATION PLAN**

ATTACHMENT D - UNIFORM TERMS AND CONDITIONS

ATTACHMENT E - SPECIAL CONDITIONS

ATTACHMENT F - FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENT G - DATA USAGE AGREEMENT

ATTACHMENT H - GENERAL AFFIRMATIONS

ATTACHMENT I- NON-EXCLUSIVE LIST OF APPLICABLE LAWS

**ATTACHMENT J- FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA)**

ATTACHMENT A STATEMENT OF WORK

I. PURPOSE

The purpose of the Opioid Emergency Response Pilot (Project) is to develop, implement, and analyze a program aimed at decreasing overdose mortality prevalence and increase the prevalence of recovery initiation by connecting individuals identified as being at high risk for overdose with induction and engagement into Medication Assisted Treatment (MAT), community paramedicine support, recovery support services, overdose prevention education, and access to naloxone.

II. GOAL

Develop, implement, and analyze the efficacy of a community-based, overdose prevention outreach pilot program in collaboration with DATA 2000 waived practitioners, local first responders, and certified recovery support professionals.

III. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Purchase and distribute supplies that aid in reducing opioid overdose risk including but not limited to overdose reversal kits that include overdose reversal medications. Fentanyl testing supplies may not be purchased with Contract funds.
- B. Utilize the incorporated System Agency approved Attachment C, Interventional Pilot Program model and Implementation Plan, which states the requirements for the Emergency Medical Services (EMS) Projects services. All activities and requirements of this Project shall be in accordance with the approved plan; any revisions shall be submitted to the System Agency assigned contract manager for review and approval. The requested revisions shall not be implemented until System Agency has provided written approval of the revised plan. The approved interventional pilot model includes the following:
 1. The model will be based on the System Agency approved local needs assessment, same day induction models, EMS follow-up models, and post-overdose reversal recovery support services follow-up models.
 2. The model will include the following basic components:
 - a. Working agreement with the Data 2000 Waiver certified practitioner;
 - b. Same-day induction on medications used to treat opioid use disorders;
 - c. EMS follow-up and support;
 - d. Recovery support services; and
 - e. Ensure access and delivery of Naloxone to opioid overdose survivors and any individual identified as being high risk for opioid overdose.
 3. The implementation plan will include the following basic components:
 - a. Patient identification and selection criteria;
 - b. Induction processes and protocols;
 - c. Linkage to Medication Assisted Therapy (MAT) processes and protocols;

- d. EMS engagement and support processes and protocols;
 - e. Plans and processes to ensure access to overdose reversal medication; and
 - f. Patient outcomes tracking system.
- C. Maintain routine multi-discipline community outreach with public and private organizations.
- D. Provide and document System Agency approved trainings to community partners on components of the pilot model. Per System Agency request, provide documentation supporting the training to include sign-in sheets, agendas, and other training materials.
- E. Provide the services and deliverables described in this Contract in the time and manner prescribed within the not-to-exceed amount of this Contract, as stated on Attachment B.
- F. Maintain accounting records that adequately identify and support all costs incurred in the performance of this Contract.
- G. Reporting Requirements:
Grantee will:
 - 1. Submit documents identified in table below to the Substance Abuse mailbox at SubstanceAbuse.Contracts@hhsc.state.tx.us by the required due dates.
 - 2. Submit, on monthly basis, Patient Outcome Report on the System Agency approved template.
 - 3. Final Report detailing:
 - a. program design,
 - b. implementation protocols for induction, EMS follow-up, and recovery support
 - c. sustainability plan,
 - d. rates for induction, EMS follow-up, and recovery support services
 - e. aggregated data of prior submitted Patient Outcome Reports for that time period, year-to-date, and over the life of the program,
 - f. overdose training dates, locations, and number in attendance,
 - g. amount of naloxone distributed each month,
 - h. number of successful overdose reversals by the program and/or persons using the naloxone they received (if data available), and
 - i. Successes and challenges experienced within that time period.
 - 4. Provide System Agency annual presentation on program implementation and outcomes.
 - 5. Submit monthly invoices in CMBHS for cost incurred in the preceding month.
 - 6. Submit quarterly Financial Status Report (FSR) in CMBHS for all expenses incurred in the performance of activities within this Contract.
 - 7. Collect, maintain, and make available upon request, documentation for all reports required in this section of Contract as well as documentation of purchased supplies and services.
 - 8. Submit reports in a format approved by System Agency.

9. If Due Date is on a weekend or holiday, the Due Date is the next business day.

Due Date	Report
15 th day of each month for the duration of Project	Item G, 2 - Patient Outcome Report
October 15 th	Item G, 3 – Final Report
September 30 th	Item G, 4 – Annual Presentation
The last day of the month proceeding the month when cost are incurred	Item G, 5 - Invoice
The last day of the month following the end of the quarter. The final FSR is due 45 days after the end of the contract term	Item G, 6 - Financial Status Report (FSR)
15 Days from contract execution	CMBHS Security Attestation Form and List of Authorized Users
Within 45 days from contract execution	Contract Close-out

IV. INVOICE AND PAYMENT REQUIREMENTS

Grantee will:

1. Submit monthly invoices in CMBHS for utilization of funds to support the activities within the Attachment A. The monthly invoice shall represent the activities conducted in the previous month. All supportive documents supporting the invoices shall be submitted to the assigned contract manager and the Substance Abuse Contract Mailbox: SubstanceAbuse.Contracts@hhsc.state.tx.us.
2. Submit Financial Status Reports (FSRs) in CMBHS by the last business day of the month following the end of each quarter of the contract term. The final FSR is due within 45 days after Contract end date.

V. CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS

Grantee will:

1. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
2. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.
3. Notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.
4. Ensure that access to CMBHS is restricted to only authorized users. Performing Agency shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.
5. In addition to CMBHS Helpdesk notification, Performing Agency shall submit a signed CMBHS Security Attestation Form and a list of Grantee's employees, contracted laborers and subcontractors authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically within fifteen (15) days of contract execution to the designated Substance Abuse mailbox (SubstanceAbuse.Contracts@hhsc.state.tx.us).
6. Document prevention, treatment, and recovery activities and services of each participant and/or patient in System Agency Clinical Management for Behavioral Health Services (CMBHS) system in accordance with the Contact and instructions provided by System Agency, unless otherwise noted. If CMBHS is unavailable, System Agency shall provide an alternative record keeping process. Grantee shall ensure the following:
 - a. Maintain all documents that require participant or staff signature in the physical record for review by System Agency.
 - b. Upload documentation that is handwritten and not transcribed into the CMBHS record.
 - c. Document the following in CMBHS (these data points are subject to change):
 1. Client
 2. Progress Note;
 3. Medication Order (for patients inducted onto Buprenorphine);
 4. Consent for Release of Information (including revoke consent when appropriate);
 5. Referral;
 6. Performance Measures;
 7. Screening (as needed);
 8. Psychoeducational Note to document group education and support group activities (as needed); and
 9. Administrative Note to document any other activities (as needed).
 - d. Attend System Agency training on CMBHS documentation.

ATTACHMENT A-1**STATEMENT OF WORK SUPPLEMENTAL****A. CONTRACT INFORMATION**

Vendor ID:	1746017485
Grantee Name:	City of Round Rock
Contract Number:	HHS000508300001
Contract Type	Subrecipient
Payment Method:	Cost Reimbursement
DUNS Number:	10-274-0792
Federal Award Identification Number (FAIN)	H79TI081729
Solicitation Document:	Exempt: Governmental

B. SERVICE AREA:

Services or activities will be provided to participants and/or clients from the following counties:

Statewide

C. POPULATION SERVED:

Adults – Male and Female

D. CONTACT INFORMATION

Name:	Jennifer Molenaar
Email:	Jennifer.molenaar@hhsc.state.tx.us
Telephone:	(512) 206-5153
Address:	909 W 45 th Street, Bldg 552 (MC 2058)
City/Zip:	Austin TX 78751

ATTACHMENT B

BUDGET

- A. Funding from the United States Health and Humans Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA) for the State Targeted Response to the Opioid Crisis Grant.
- B. Match is not required using Texas Targeted Opioid Response (TTOR), State Opioid Response (SOR) funds, CFDA number 93.788
- C. Any unexpended balance associated with any other System Agency-funded contract may not be applied to this Contract.
- D. Funding
Total reimbursements will not exceed \$500,000.00 for the period from May 1, 2019 through September 30, 2019.
- E. System Agency Share contain funds from the Texas Targeted Opioid Response (TTOR), CFDA number 93.788.
- F. Grantee is not required to contribute Match for this Contract.
- G. Cost Reimbursement Budget
 - 1. The Cost Reimbursement budget documents all approved and allowable expenditures; Performing Agency shall *only* utilize the funding detailed in Attachment B for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented on the approved budget, Grantee shall notify, in writing, the System Agency assigned contract manager and request approval prior to utilizing the funds. System Agency shall provide written notification regarding if the requested expense is approved.
 - 2. If needed, Grantee may revise the System Agency approved Cost Reimbursement budget. The requirements are as follows:
 - a. Grantee is allowed to transfer funds from the budgeted direct categories only; with the exception of the Equipment Category. Grantee may transfer up to ten (10) percent of the Fiscal Year Contract value without System Agency approval. Budget revisions exceeding the ten percent requirement require System Agency's written approval.
 - b. Grantee may request revisions to the approved Cost Reimbursement budgeted direct categories that exceed the ten (10) percent requirement stated in (G)(2)(a), by submitting a written request to the Assigned contract manager. This change is considered a minor administrative change and does not require an amendment.

The System Agency shall provide written notification if the budget revision is approved; and the assigned Contract Manager will update CMBHS, as needed.

- c. Grantee may revise the Cost Reimbursement budget 'Equipment' and/or 'Indirect Cost' Categories, however a formal Amendment is required. Grantee shall submit to the assigned contract manager a written request to revise the budget, which includes a justification for the revisions. The assigned Contract Manager shall provide written notification stating if the requested revision is approved. If the revision is approved, the budget revision is *not* authorized and funds *cannot* be utilized until the Amendment is executed and signed by both parties.
3. The budgeted indirect cost amount is provisional and subject to change. The System Agency reserves the right to negotiate Grantee's indirect cost amount, which may require Grantee to provide additional supporting documentation to the assigned contract manager.

H. The FY2019 budget information is as follows:

1. The 2019 budget are as follows:

PERSONNEL	\$0.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$0.00
EQUIPMENT	\$0.00
SUPPLIES	\$250,000.00
CONTRACTUAL	\$250,000.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$500,000.00
INDIRECT CHARGES	\$0.00
TOTAL	\$500,000.00
SYSTEM AGENCY SHARE	\$0.00
MATCH	\$0.00

ATTACHMENT C
INTERVENTIONAL PILOT PROGRAM MODEL AND IMPLEMENTATION PLAN
HHSC / TTOR
RESPONSE TO EMS TASK TRACKER QUESTIONS
ROUND ROCK FIRE DEPARTMENT
TASK ONE NEEDS ASSESSMENT

The Williamson County Mobile Outreach Team provides emergency behavioral health and crisis response services to the citizens of Williamson County. Since 2004 The Mobile Outreach Team (MOT) has served clients diagnosed with Substance Abuse Disorder and their families during times of crisis. It is our role to assess the situation and refer consumers to the most appropriate treatment available. It has always been a challenge to find treatment and recovery resources in our County, especially for uninsured persons. In 2015 and 2016 the team noted an increase in call volume related to heroin use and heroin overdoses and responded to a handful of families whose family members had died due to overdose. We found it difficult to provide accessible resources to this group of consumers and began exploring innovative or alternative methods for assisting this population. In August of 2016, representatives from MOT met Mark Kinzly of the Texas Overdose Naloxone Initiative (TONI) at the 1st annual Williamson County Overdose Awareness Day. Mr. Kinzly immediately became a remarkable resource for MOT, especially in terms of helping patients access treatment. Mr. Kinzly supplied Daniel Sledge (MOT Paramedic) with a few doses of IM naloxone in August 2016. Shortly thereafter, the MOT Director and Mr. Sledge met with the Williamson County EMS medical director, Dr. Jarvis, who offered approval and support for distribution of take-home naloxone to patients at risk of overdose. In September 2016, MOT made contact with an individual with Opioid Use Disorder in the process of release from incarceration and distributed the first dose of take-home naloxone. The team provided on-the-spot training to the patient and a friend.

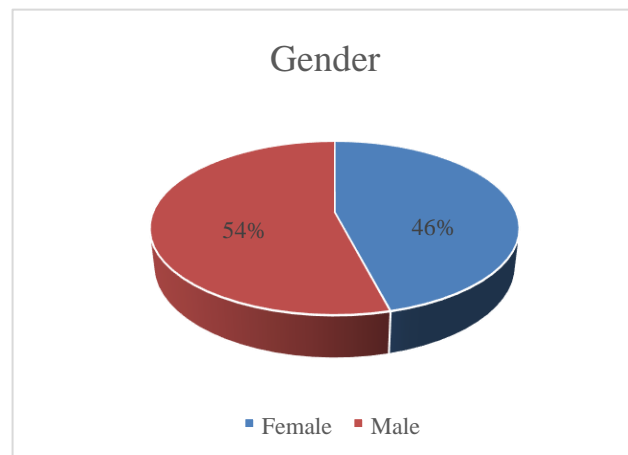
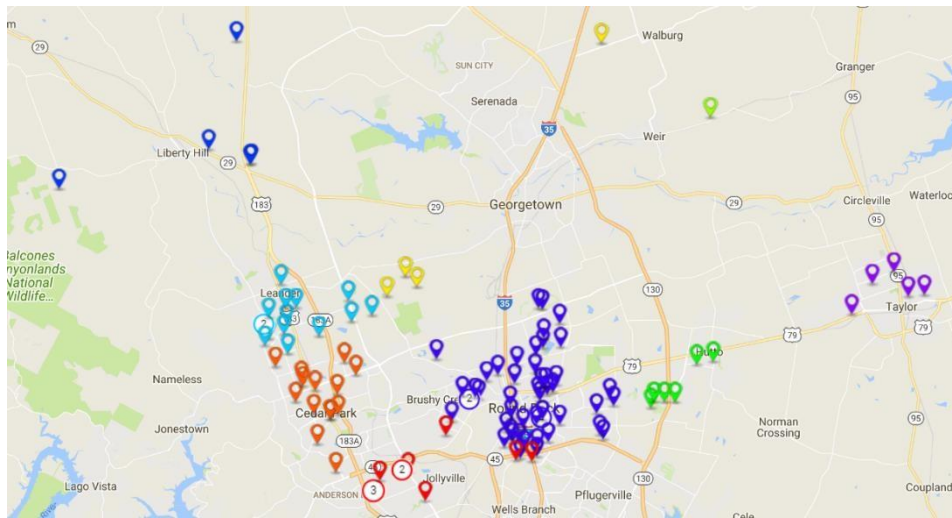
It was around this time that two medics, Julie Lahr and Anna Sessa, met with Mr. Sledge to discuss ideas on how to effectively identify patients at risk of opioid overdose and connect them to overdose education and naloxone distribution (OEND) via MOT. The three medics decided to try to run EMS reports identifying patients who were administered naloxone by EMS. EMS Medic Kirsti Elias set up the report generator for MOT to use to identify target patients.

Between emergency behavioral health calls, Mr. Sledge ran naloxone reports on ESO (the EMS electronic medical record) and attempted to make contact with patients identified as being at-risk for opioid overdose. If successful at making contact and the patient consented, Mr. Sledge provided OEND to patients and any loved ones present. Additionally, Mr. Sledge used motivational interviewing techniques to engage them in patient-led conversations about reducing harm and promoting any positive change. This included sometimes linking patients to services for Substance Use Disorder, behavioral health, and medical care, as well as linking patients and families to peer support and mutual aid groups.

Mark Kinzly donated to MOT additional doses of IM naloxone, as well as doses of Evzio by Kaleo, Amphastar prefilled syringes with Intranasal Mucosal Atomization Devices, and

fentanyl testing strips. During the period (September 2016 through March 2018), there were no other services in Williamson County providing OEND to patients at risk of opioid overdose and their loved ones. MOT noted during these encounters that there was little or no knowledge of naloxone – how to use it or how to obtain it. MOT served approximately 15 families between September 2016 and March 2018.

Representation: To determine who was most at risk for overdose, MOT once again turned to EMS records for data and discovered that 41% of the overdoses in the county over the past 11 months occurred in the Round Rock area. An overview of 111 patient records showed that male adults were experiencing overdoses at a higher rate than females. Please see Wilco EMS overdose map and note that this does not include data from Georgetown Fire Department and therefore excludes the Georgetown area.



TASKS TWO and THREE

INTERVENTION AND IMPLEMENTATION PLAN

Patients are identified by 911/EMS/FD First Responders during an opioid overdose call. If the patient is medically clear to forego transport to an emergency department, the responding EMS Medic Unit requests an MM Unit (Medic and Mental Health Specialist) to join the active call for service. The MM unit then arrives, assesses the patient, offers treatment if indicated, and provides a rescue kit and training if appropriate.

If the patient is transported to an Emergency Department by EMS, the clinical assessment, offer of treatment, and naloxone rescue kit will be offered to the patient at the Emergency Department or on a follow-up visit to the home by the team within 7 days after the initial overdose.

If the patient meets criteria for Opioid Use Disorder and has no other acute medical needs, the patient is offered Medication Assisted Treatment (MAT) and Peer Support Services. If the patient is not interested in treatment or recovery supports, the MM team requests permission to continue to followup with the patient in an attempt to engage the patient in recovery and support services over time.

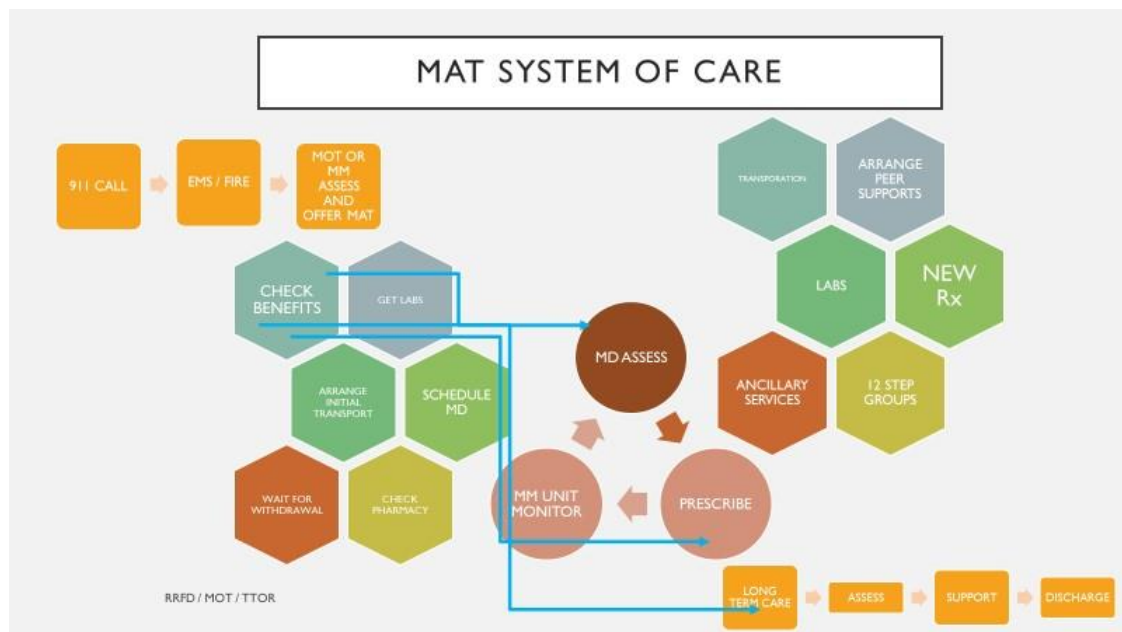
If the patient chooses to access MAT, the MM team contacts the Data Waived MAT physician at the Williamson County and Cities Health District (WCCHD) or a private provider with immediate intake availability. If the patient is enrolled with a private provider, the MM Team will transfer care and followup with the patient if requested by both the provider and the patient. If the patient is uninsured or unable to access care, the MM Team and the WCCHD physician review the patient's medical and substance use history, and the physician determines if lab work is indicated. If so, the MM unit transports the patient to an approved lab and then to WCCHD for additional medical assessment and discussion of MAT induction. The goal is to provide same-day induction to buprenorphine if at all possible.

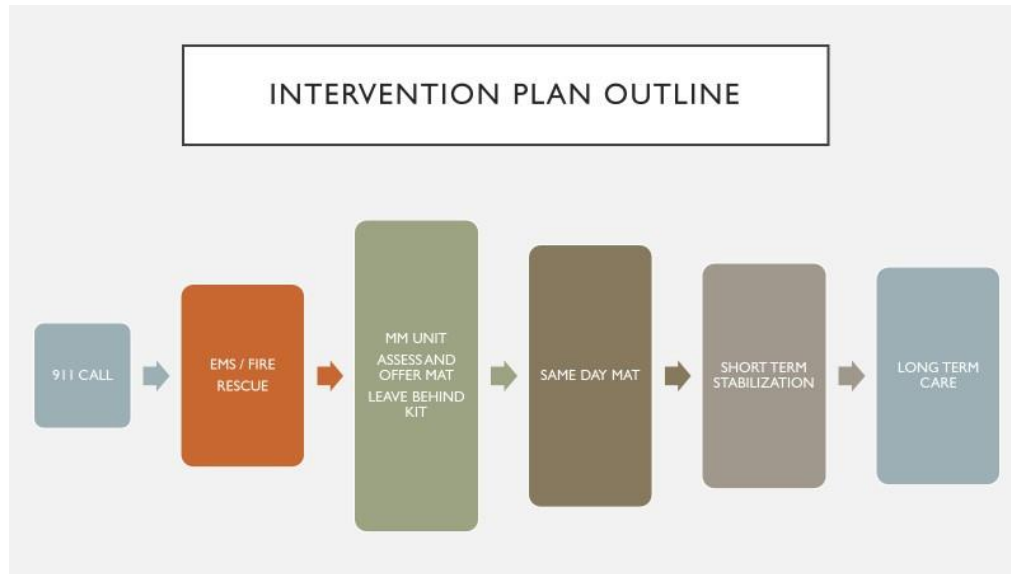
Once at WCCHD, the patient is met by the MAT Data Waived physician and support staff. During this visit a medical history is obtained and the patient is examined. If there are any acute medical needs discovered during this exam, the patient is referred out to the most appropriate medical provider. If not, MAT, symptoms and risks of withdrawal, the follow-up process, and the plan for ongoing care are fully explained to the patient and consent is obtained. The physician, the patient, and the MM Team then review the induction process and timing of the first MAT dose and the prescription is given to the patient. It is anticipated that most patients will be prescribed buprenorphine. The MM Team then transports the patient to the pharmacy and if needed, purchases the medication using Williamson County Emergency Services flex funding. The patient is then transported home with a clear plan of induction, knowledge of the Clinical Opiate Withdrawal Scale (COWS), and how to contact the team with questions or concerns. Any social service, behavioral health, or minor medical needs are also addressed or discussed. A Peer Support Specialist is introduced during this process and ideally will meet with the team and the patient during this stage of intervention. If not during the initial intervention or induction, then as soon as possible.

All instructions for MAT are reviewed by the patient and when medically appropriate (according to COWS), the first dose of medication is ingested. The MM team then follows-up with the patient face-to face every day until the patient is medically stable (as determined by the WCCHD physician in concert with the MM Paramedic). The team may employ telemedicine to communicate with the WCCHD physician and may also bring the patient to the clinic if needed. The Paramedic is responsible for checking the patient's vital signs, monitoring the patient for signs and symptoms of complicated withdrawal, and communicating daily with the WCCHD physician. The Peer Support Specialist provides support and access to community-based services throughout this process and is available by phone or text around the clock. The Mental Health Specialist provides crisis counseling, referrals for behavioral health care, and facilitates access to social services and benefits. Because this is a new treatment model for WCCHD physician, she may obtain consultation from a national MAT subject matter expert to review protocols and dosages on a case by case basis. Dr. Jarvis, the Medical Director for Williamson County Emergency Medical Services, will provide medical oversight for the Paramedics providing MAT follow-up services. Please see attached COWS Scale for reference.

Once the patient has stabilized, the team turns its efforts to facilitating admission to long-term care, preferably to an Office-Based Opioid Treatment (OBOT) center. The MM Team and Peer Support Specialist are tasked with shepherding the patient through the oftentimes complex and frustrating SUD treatment admission process and will provide emotional and logistical support throughout.

After the patient is enrolled in and successfully attending long-term care, the MM Team meets with the patient with less frequency and discharges the patient when all involved (the WCCHD physician, the patient, the MM Team, and the Peer Support Specialist) agree that transfer of care is complete. The patient understands that he or she may contact the team for reengagement if needed.





All patients and their loved-ones, family members, friends, and/or roommates are offered naloxone rescue kits which include gloves, CPR mask, instructions, resource materials, and fentanyl testing strips if available, and overdose response training whether they enroll in treatment services or not. The MM Team will run EMS naloxone and overdose reports each week in addition to responding to 911 overdose calls to ensure that patients are contacted and offered services and rescue medication. The MM Team will provide home/field visits to patients to provide naloxone rescue kits. At least once a month during the grant period, the team will participate in community events to provide outreach, overdose response training, and rescue kits to the community at large. The team will also collaborate with all area first responder agencies, local prevention and intervention organizations, recovery groups, schools, and hospitals to coordinate the distribution of overdose reversal medication. Round Rock Fire Department will also provide education to all First Responder Advanced Providers regarding Substance Use Disorder and opioid overdose response. The goal is to support harm reduction at all levels of intervention and engagement.

PATIENT OUTCOMES

The MM Team will track the number of

- patients offered overdose rescue kits and training
- patients assessed for Opioid Use Disorder
- patients offered Medication Assisted Treatment
- patients enrolled in Medication Assisted Treatment
- patients offered Peer Recovery Services
- patients enrolled in Peer Recovery Services
- patients enrolled in long term treatment
- rate of overdose post MM Team involvement for all patient groups (enrolled or assessed)

HHSC Uniform Terms and Conditions Version 2.14
Published and Effective: September 1, 2017
Responsible Office: Chief Counsel



Health and Human Services Commission
HHSC Uniform Terms and Conditions -
Local Governmental Body
Version 2.14

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ARTICLE I DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise or defined in the Signature Document, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverables](#)” means any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[Federal Assurances](#)” means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction projects); or Standard Form 424D (Rev. 7-97), as prescribed by OMB Circular A-102 (construction projects).

“[Federal Certifications](#)” means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions.”

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“[Local Government](#)” means the Party to this Contract that meets the definition of this term under Tex. Gov't Code § 791.003(4).

“[Parties](#)” means the System Agency and Local Government, collectively.

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“[Party](#)” means either the System Agency or Performing Agency, individually.

“[Project](#)” means the goods and/or Services described in the Signature Document or an Attachment to this Contract.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Services](#)” means the tasks, functions, and responsibilities assigned and delegated to Local Government under the Contract.

“[Signature Document](#)” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“[Subcontractor](#)” means an individual or business that performs part or all of the obligations of Local Government under this Contract.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Local Government.

“[Work](#)” means all Services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including Deliverables.

1.02 Interpretive Provisions

- A. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.

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- F. The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- G. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver shall be deemed modified by the phrase "in its sole discretion."
- J. Time is of the essence in this Contract.

ARTICLE II CONSIDERATION

2.01 Expenses

Except as otherwise provided in the Contract, no ancillary expenses incurred by the Local Government in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.

When the reimbursement of travel expenses is authorized by the Contract, all such expenses shall be reimbursed in accordance with the rates set by the State of Texas *Textravel*.

2.02 Funding

- A. This Contract shall not be construed as creating any debt on behalf of the State of Texas or the System Agency in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the System Agency hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- B. Furthermore, any claim by Local Government for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Local Government, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.
- C. This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Contractor will have no right of action against the System Agency if the

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System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency shall not be required to give notice and shall not be liable for any damages or losses caused or associated with such termination or cancellation.

ARTICLE III WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

3.01 Federal Assurances

Local Government further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Local Government is in compliance with each of the requirements reflected therein.

3.02 Federal Certifications

Local Government further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Local Government is in compliance with each of the requirements reflected therein. **In addition, Local Government certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE IV INTELLECTUAL PROPERTY

4.01 Intellectual Property

- A. To the extent any Work results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property shall vest in the System Agency upon creation and shall be deemed to be a “work made for hire” and made in the course of the services rendered pursuant to this Contract.
- B. To the extent that title to any such Intellectual Property may not by law vest in the System Agency, or such Intellectual Property may not be considered a “work made for hire,” all rights, title, and interest therein are hereby irrevocably assigned to the System Agency. The System Agency shall have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.
- C. Local Government must give the System Agency and the State of Texas, as well as any person designated by the System Agency or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond the stated amount payable to Local Government for the services authorized under this Contract.

ARTICLE V RECORDS, AUDIT, AND DISCLOSURE

5.01 Access to records, books, and documents

In addition to any right of access arising by operation of law, Local Government and any of Local Government’s affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in

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this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Local Government shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Local Government shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

5.02 Response/compliance with audit or inspection findings

- A. At Local Government's sole expense, Local Government must take action to ensure its or a Subcontractor's compliance with a correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the Services and Deliverables or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Whether Local Government's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the Services, Local Government must provide to HHSC upon request a copy of those portions of Local Government's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

5.03 SAO Audit

Local Government understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Local Government agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Local Government will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Local Government and the requirement to cooperate is included in any Subcontract it awards.

5.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Local Government to offset overpayments made to the Local Government. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Local Government understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Local Government further understands and agrees that reimbursement of such disallowed costs shall be paid by Local Government from funds which were not provided or otherwise made available to Local Government under this Contract.

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5.05 Public Information and Confidentiality

Information related to the performance of this Contract may be subject to the Public Information Act and will be withheld from public disclosure or released to the public only in accordance therewith. Local Government shall make any information required under the Public Information Act available to the System Agency in portable document file (".pdf") format or any other format agreed between the Parties.

To the extent permitted by law, Local Government and the System Agency agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Local Government or the System Agency. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

5.06 Data Security

Each Party and its Subcontractors will maintain reasonable and appropriate administrative, physical, and technical safeguards to ensure the integrity and confidentiality of information exchanged in the performance of services pursuant to this Contract and protect against any reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized use or disclosure of the information in accordance with applicable federal and state laws, rules, and regulations.

Upon notice, either Party will provide, or cause its subcontractors and agents to provide, the other Party or its designee prompt access to any information security records, books, documents, and papers that relate to services provided under this Contract.

ARTICLE VI CONTRACT MANAGEMENT AND EARLY TERMINATION**6.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- A. suspending all or part of the Contract;
- B. requiring the Local Government to take specific corrective actions in order to remain in compliance with term of the Contract;
- C. recouping payments made to the Local Government found to be in error;
- D. suspending and/or limiting any services and placing conditions on any such suspensions and/or limitations of services;
- E. imposing any other remedies authorized under this Contract; and
- F. imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, rule.

6.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

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6.03 Termination for Cause

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Local Government has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Local Government's duties under the Contract.

6.04 Equitable Settlement

Any early termination under this Article shall be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency shall be incorporated into the Contract by reference herein for all purposes when it is issued.

7.02 Survivability

All obligations and duties of the Local Government not fully performed as of the expiration or termination of this Contract will survive the expiration or termination of the Contract.

7.03 No Waiver

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

7.04 Standard Terms and Conditions

- A. In the performance of this Contract, each Party shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Each Party shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Each Party will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.
- B. All records relevant to this Contract shall be retained for a minimum of seven (7) years. The period of retention begins at the date of final payment by the System Agency, or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit or to complete any administrative proceeding or litigation that may ensue.
- C. The System Agency shall own, and Local Government hereby assigns to the System Agency, all right, title, and interest in all tangible Work.
- D. Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas

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State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

- E. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Local Government irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE SYSTEM AGENCY.**
- F. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- G. Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the System Agency may terminate this Contract immediately upon written notification to Local Government.
- H. This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

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- I. Neither party shall assign or subcontract the whole nor any part of the contract, including any right or duty required under it, without the other party's prior written consent. Any assignment made contrary to this shall be void.
- J. This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the System Agency within thirty (30) days of execution by the other Party, this Contract shall be null and void.
- K. Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," Each Party is self-insured and, therefore, is not required to purchase insurance.

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Attachment E
Special Conditions



Health and Human Services Commission
Special Conditions
Version 1.1

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Grantee Uniform Terms and Conditions -- Version 2.14

ARTICLE I. SPECIAL DEFINITIONS

"Conflict of Interest" means a set of facts or circumstances, a relationship, or other situation under which Grantee, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Grantee's, or Subcontractor's ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Grantee or Subcontractor an unfair competitive advantage in future HHSC procurements.

"Grantee Agents" means Grantee's representatives, employees, officers, as well as any contractor or subgrantee's employees, contractors, officers, principals and agents.

"Custom Software" means Software developed as a Deliverable or in connection with the Agreement.

"Data Use Agreement" means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

"Federal Financial Participation" is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

"Item of Noncompliance" means Grantee's acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Project; (3) represent a failure of Grantee to be responsive to a request of HHSC relating to the Project under the Contract.

"Minor Administrative Change" refers to a change to the Contract that does not increase the fees or term and done in accordance with Section Section 4.01 of these Special Conditions.

"Confidential System Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Grantee; or that Grantee may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Project, which is not designated as Confidential Information in aData Use Agreement.

"State" means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

"Software" means all operating system and applications software used or created by Grantee to perform the work under the Contract.

"Third Party Software" refers to software programs or plug-ins developed by companies or individuals other than Grantee which are used in performance of the Project. It does not include items which are ancillary to the performance of the Project, such as internal systems of Grantee which were deployed by Grantee prior to the Contract and not procured to perform the Project.

"UTC" means HHSC's Uniform Terms and Conditions –Local Government Body- Version 2.14

ARTICLE II. GRANTEES PERSONNEL

Section 2.01 QUALIFICATIONS

Grantee agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Grantee Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Grantee remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

Section 2.02 CONDUCT AND REMOVAL

While performing the Project, Grantee Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Grantee Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Grantee with notice and documentation regarding its concerns. Upon receipt of such notice, Grantee must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Grantee Agent from performing the Project.

ARTICLE III. CONFIDENTIALITY

Section 3.01 CONFIDENTIAL SYSTEM INFORMATION

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Grantee and all Grantee Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the Project or the proper discharge of obligations and securing of rights under the Contract. Grantee will have a system in effect to protect Other Confidential Information. Any

disclosure or transfer of Other Confidential Information by Grantee, including information requested to do so by HHSC, will be in accordance with the Contract. If Grantee receives a request for Other Confidential Information, Grantee will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Grantee will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Grantee. Grantee will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Grantee all damages and liabilities caused by or arising from Grantee or Grantee Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE UTC, Grantee WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM Grantee OR Grantee AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. Grantee WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE IV. MISCELLANEOUS PROVISIONS

Section 4.01 MINOR ADMINISTRATIVE CHANGES

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the Project or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in the UTC. Upon approval of a Minor Administrative Change, HHSC and Grantee will maintain written notice that the change has been accepted in their Contract files.

Section 4.02 CONFLICTS OF INTEREST

Grantee warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Grantee or Grantee Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Grantee will, and require Grantee Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Grantee and Grantee Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Grantee agrees that, if after Grantee's execution of the Contract, Grantee discovers or is made aware of a Conflict of Interest, Grantee will immediately and fully disclose such interest in writing to HHSC. In addition, Grantee will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Grantee or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Grantee agrees to abide by HHSC's decision.

If HHSC determines that Grantee was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

Section 4.03 FLOW DOWN PROVISIONS

Grantee must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

ARTICLE V. DSHS LEGACY PROVISIONS

Section 5.01 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- (a) Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or**

controlling interest in the organization/business, or their agent, employee, subcontractor or volunteer that is providing services under this Contract has:

Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or

Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

- (b) Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.**

Section 5.02 NOTICE OF IRS OR TWC INSOLVENCY

Grantee shall notify in writing their assigned contract manager their insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission within five days of the date of becoming aware of such.

Section 5.03 EDUCATION TO PERSONS IN RESIDENTIAL FACILITIES

Grantee shall ensure that all persons, who are housed in System Agency licensed or funded residential facilities and are 22 years of age or younger, have access to educational services as required by Texas Education Code § 29.012.

Grantee shall notify the local education agency or local early intervention program as prescribed by this Section not later than the third calendar day after the date a person who is 22 years of age or younger is placed in Grantee's residential facility

Section 5.04 DISASTER SERVICES

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

- a. Community evacuation;

- b. Health and medical assistance;
- c. Assessment of health and medical needs;
- d. Health surveillance;
- e. Medical care personnel;
- f. Health and medical equipment and supplies;
- g. Patient evacuation;
- h. In-hospital care and hospital facility status;
- i. Food, drug and medical device safety;
- j. worker health and safety;
- k. Mental health and substance abuse;
- l. Public health information;
- m. Vector control and veterinary services; and
- n. Victim identification and mortuary services.

Section 5.05 CONSENT BY NON-PARENT OR OTHER STATE LAW TO MEDICAL CARE OF A MINOR

Unless a federal law applies, before a Grantee or its subcontractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

Section 5.06 TELEMEDICINE /TELEPSYCHIATRY MEDICAL SERVICES

If Grantee or its subcontractor uses telemedicine/telepsychiatry, these services shall be in accordance with the Grantee's written procedures. Grantee must use a protocol approved by Grantee's medical director and equipment that complies with the System Agency equipment standards, if applicable. Grantee's procedures for providing telemedicine service must include the following requirements:

- a. Clinical oversight by Grantee's medical director or designated physician responsible for medical leadership;
- b. Contraindication considerations for telemedicine use;
- c. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
- d. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- e. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
- f. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
- g. Priority in scheduling the system for clinical care of individuals;
- h. Quality oversight and monitoring of satisfaction of the individuals served; and
- i. Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical

Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule § 448.911.

Section 5.07 SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

- a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
- b. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
- c. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

Section 5.08 THIRD PARTY PAYORS

Except as provided in this Contract, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Grantee shall:

- a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
- b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
- c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;
- d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
- e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
- f. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to System Agency; and

- g. Provide third party billing functions at no cost to the client.

Section 5.09 HIV/AIDS MODEL WORKPLACE GUIDELINES

Grantee shall implement System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>, State Agencies and State Grantees Policy No. 090.021.

Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

Section 5.10 MEDICAL RECORDS RETENTION

Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

Section 5.11 NOTICE OF A LICENSE ACTION

Grantee shall notify their contract manager of any action impacting its license to provide services under this Contract within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the license action; and
- d. License or case reference number.

Section 5.12 INTERIM EXTENSION AMENDMENT

- a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
- b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
 - 1. Continue provision of services in response to a disaster declared by the governor; or
 - 2. To ensure that services are provided to clients without interruption.
- c. The System Agency will provide written notice of the interim extension amendment that

- specifies the reason for it and period of time for the extension.
- d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
 - e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
 - f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

Section 5.13 NOTICE OF CONTRACT ACTION

Grantee ("Performing Agency", "Contractor") shall notify their assigned contract manager if Performing Agency has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the contract;
- d. Date of suspension or termination; and
- e. Contract or case reference number.

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CERTIFICATION REGARDING LOBBYING

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION <div></div>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <div></div>	* First Name: Robert Middle Name: <div></div>
* Last Name: Isbell	Suffix: <div></div>
* Title: <div></div>	
* SIGNATURE: <div></div>	* DATE: <div></div>

View Burden Statement

OMB Number: 4040-0007
Expiration Date: 01/31/2019**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
<div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
APPLICANT ORGANIZATION	DATE SUBMITTED
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HHS Contract No. _____

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR**

This Data Use Agreement ("DUA") is effective as of the date of the Base Contract into which it is incorporated ("Effective Date"), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services ("HHS") and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor's rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS's remedies in the event of Contractor's noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as "business associate" is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

"Authorized Purpose" means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Breach" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

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“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99
- (2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;
- (3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;
- (4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;
- (5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;
- (6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Destroy”, “Destruction”, for Confidential Information, means:

- (1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.
- (2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, “Guidelines for Media Sanitization,” such that the Confidential Information cannot be retrieved.

“Discover, Discovery” means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

“Legally Authorized Representative” of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

“Required by Law” means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

“Subcontractor” means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

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“**Workforce**” means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 **Obligations of Contractor**

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

- (1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.
- (2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.
- (3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.
- (4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.
- (5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.
- (6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

- (1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.
- (2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.
- (3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.
- (4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of

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Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at <https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi>. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

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(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information at rest requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. De-identification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act

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- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.
- (16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:
- (a) Disclosure is Required by Law;
 - (b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:
 1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;
 2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and
 3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.
 - (C) With respect to ALL Confidential Information, Contractor shall NOT:
 - (1) Attempt to re-identify or further identify Confidential Information that has been de-identified, or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.
 - (2) Engage in prohibited marketing or sale of Confidential Information.
 - (3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

- (A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.
- (B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.
- (C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information *obtained from a federal system of records*, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a

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federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, *or in a timeframe otherwise approved by HHS in writing*. Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:

- a. The date the Breach occurred;
- b. The date of Contractor's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of Contractor's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;
- g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
- h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;
- i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;
- k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;
- l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

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Section 4.04. Investigation, Response and Mitigation.

- (A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.
- (B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.
- (C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.
- (D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

- (A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.
- (B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.
- (C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.
- (D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.
- (E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

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Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

- (1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
- (2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or
- (3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or
- (4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members

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of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require Contractor to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

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ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR**SUBCONTRACTOR**

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____, **201** .

DATE: _____

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ATTACHMENT H GENERAL AFFIRMATIONS

By entering into this Contract, Grantee affirms, without exception, as follows:

- A. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.
- B. Contractor represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.
- C. Contractor understands that HHSC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, 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 State.
- D. Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, if any, are rejected unless expressly accepted by HHSC in writing.
- E. Contractor agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
- F. Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of HHSC.
- G. Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.
- H. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this

Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

- I. Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
- J. Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.
- K. Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.
- L. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- M. Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- N. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.
- O. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
- P. Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
- Q. Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

- R. Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
- S. Contractor agrees that upon request of HHSC, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.
- T. Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Contractor represents and warrants to HHSC that the technology provided to HHSC for purchase (if applicable under this Contract or any related Solicitation) is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
- providing equivalent access for effective use by both visual and non-visual means;
 - presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
 - being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

- U. If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
- V. If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.
- W. Contractor represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of this Contract, none of its employees including, but not limited to those will provide services under the Contract, was an employee of an HHS Agency. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services under this Contract during the twelve (12) month period immediately following the employee’s last date of employment at the System Agency.

- X. Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.
- Y. If this Contract is for consulting services under Chapter 2254 of the Texas Government Code, in accordance with Section 2254.033 of the Texas Government Code, Contractor certifies that it does not employ an individual who was employed by System Agency or another agency at any time during the two years preceding the submission of any related Solicitation Response related to this Contract or, in the alternative, Contractor has disclosed in any related Solicitation Response the following: (i) the nature of the previous employment with System Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation at the time of the employment was terminated.
- Z. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- AA. Contractor understands that HHSC does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Contractor agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHS Circular C-027.
- BB. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and (c) neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.
- CC. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered

paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify HHSC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update HHSC shall constitute breach of contract and may result in immediate contract termination.

- DD. Contractor represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- EE. Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:
 - (a) all persons employed by Contractor to perform duties within Texas; and
 - (b) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.
- FF. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
- GG. Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.
- HH. Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
- II. Contractor represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind the Contractor.

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor: _____

Signature of Authorized Representative

Date Signed

Printed Name and Title of Authorized Representative

Phone Number

Federal Employer Identification Number

Fax Number

DUNS Number

Email Address

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

ATTACHMENT I

NON-EXCLUSIVE LIST OF APPLICABLE LAWS

Contractor is responsible for reviewing and complying with any applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Grantee, Grantee shall comply with the following:

1. Statutes, rules, regulations, and HHSC policy (and any of their subsequent amendments) that collectively prohibit discrimination, exclusion from or limitation of participation in programs, benefits or activities or denial of any aid, care, service or other benefit on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion:

- a. Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.;
- b. Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686;
- c. Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a);
- d. Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.;
- e. Age Discrimination Act of 1975, 42 USC §§ 6101-6107;
- f. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91;
- g. U.S. Department of Labor, Equal Employment Opportunity E.O. 11246;
- h. Tex. Labor Code Chapter 21;
- i. Food Stamp Act of 1977 (7 USC §§ 2011 et seq.);
- j. Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations;
- k. Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
- l. Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
- m. Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to
 - a. nondiscrimination in housing; and
- n. Non-discrimination Policy for HHSC Programs;

2. Immigration Reform and Control Act of 1986, 8 USC § 1324a, and Immigration Act of 1990, 8 USC 1101 et seq., as amended by Public Law 113-4 (March 7, 2013), regarding employment verification; and Illegal Immigration Reform and Immigrant Responsibility Act of 1996;

3. Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC §7183, regarding the non-use of all tobacco products;

4. National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), regarding human subjects involved in research;

5. Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7324-26, which limits the political activity of employees whose employment is funded with federal funds;

f. Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;

6. Texas Government Code Chapter 469 pertaining to eliminating architectural barriers for persons with disabilities;

7. Texas Workers' Compensation Act, Texas Labor Code Chapters 401-406, and 28 Texas Administrative Code (TAC) pt. 2, regarding compensation for employees' injuries;

8. The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;

j. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code Chapter 96 regarding safety standards for handling blood borne pathogens;

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9. Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;

10. Environmental standards pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;"
- b. Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;"
- c. Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961;
- d. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234);
- e. Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.;
- f. Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.;
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j;
- h. Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.;
- i. Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§ 7401 et seq.;
- j. Wild and Scenic Rivers Act of 1968, 16 USC §§ 1271 et seq., related to protecting certain river systems; and

11. Lead-Based Paint Poisoning Prevention Act, 42 USC §§ 4821 et seq., prohibiting the use of lead-based paint in residential construction or rehabilitation;

12. Intergovernmental Personnel Act of 1970, 42 USC §§ 4278-4763, regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration, 5 CFR Part 1200 et seq.;

13. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of, 42 USC §§4601 et seq (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
14. Davis-Bacon Act, 40 USC §§ 3141-3148;
15. Copeland Act, 40 USC §§ 276c and 18 USC § 874;
16. Contract Work Hours and Safety Standards Act, 40 USC § 3702 et seq., regarding labor standards for federally-assisted construction subagreements;
17. National Historic Preservation Act of 1966, § 106, 16 USC § 470; Executive Order 11593; and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist HHSC in complying with the Acts;
18. Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104);
19. Executive Order 13513 (Oct. 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, if required by a federal funding source of this Contract;
20. Whistleblower Protection Enhancement Act (5 U.S.C. 2302(b)(8)) and Texas Whistleblower Act (Tex. Gov. Code Chapter 554); and
21. Requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required www.usps.com <div style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; margin-top: 5px;"></div>	DUNS Number: 9-digits Required www.sam.gov <div style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; margin-top: 5px;"></div>
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits <div style="border: 1px solid black; display: inline-block; width: 300px; height: 20px; margin-top: 5px;"></div>	

Printed Name of Authorized Representative Robert Isbell	Signature of Authorized Representative
Title of Authorized Representative	Date

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

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

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

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

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

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

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

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

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

C. Certification Regarding Public Access to Compensation Information.

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

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

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

Provide compensation information here:

Certificate Of Completion

Envelope Id: C7BBE63C2AE9493D9AC0F8DE69422B60	Status: Sent
Subject: New \$500,000; HHS000508300001; City of Round Rock; HHSC/MSS/BHS	
Source Envelope:	
Document Pages: 71	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 167.137.1.16

Record Tracking

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
7/9/2019 3:11:23 PM	Commission	
	PCS_DocuSign@hhsc.state.tx.us	

Signer Events

Signature	Timestamp
	Sent: 7/9/2019 3:32:39 PM
	Viewed: 7/10/2019 11:25:58 AM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sonja Gaines

Sonja.Gaines@hhsc.state.tx.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature	Timestamp

Editor Delivery Events

Status	Timestamp

Agent Delivery Events

Status	Timestamp

Intermediary Delivery Events

Status	Timestamp

Certified Delivery Events

Status	Timestamp

Carbon Copy Events

Jennifer Molenaar	COPIED	Timestamp
jennifer.molenaar@hhsc.state.tx.us		Sent: 7/9/2019 3:32:38 PM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Substance Abuse Contracts

SubstanceAbuse.Contracts@hhsc.state.tx.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

COPIED	Timestamp
	Sent: 7/9/2019 3:32:38 PM
	Viewed: 7/18/2019 2:15:33 PM

Carbon Copy Events	Status	Timestamp
Stefanie Jackson stefanie.jackson@hhsc.state.tx.us Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 7/9/2019 3:32:38 PM Viewed: 7/10/2019 9:44:44 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/9/2019 3:32:39 PM
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Payment Events	Status	Timestamps
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City of Round Rock

Agenda Item Summary

Agenda Number: H.8

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Bound Tree Medical for the purchase of nasal Narcan spray for the Fire Department.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Robert Isbell, Fire Chief

Cost: \$244,772.80

Indexes: General Fund

Attachments: Resolution, Form 1295

Department: Fire Department

Text of Legislative File 2019-0320

This purchase is one of the project goals of the Texas Targeted Opioid Response (TTOR) grant. The Opioid Emergency Response Pilot Grant through Health and Human Services Commission (HHSC Opioid Response Contract Attachment A) states "Purchase and have available for distribution, supplies that aid in reducing opioid overdose risk including but not limited to overdose reversal kits that include overdose reversal medications." This is for the purchase of the supplies to distribute to Williamson County Area first responders, law enforcement, and EMS.

Total amount of purchase is \$244,722.80 and 100% reimbursable by grant funds.

Cost: \$244,772.80

Source of Funds: General Fund

RESOLUTION NO. R-2019-0320

WHEREAS, the City of Round Rock (“City”) desires to purchase nasal narkan spray for the Fire Department, and

WHEREAS, the City is a member of the Texas Government Statewide Purchasing Cooperative (“Buy Board”), and

WHEREAS, Bound Tree Medical is an approved vendor of the Buy Board, and

WHEREAS, the City wishes to issue a purchase order to Bound Tree Medical, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the City Manager is hereby authorized and directed to issue a purchase order to Bound Tree Medical to purchase nasal narkan spray for the Fire Department.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 8th day of August, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-518095

Date Filed:
07/17/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Bound Tree Medical, LLC
Dublin, OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

530-17
First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



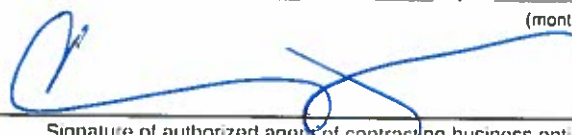
6 UNSWORN DECLARATION

My name is Christopher Fyffe, and my date of birth is 12/28/1984.

My address is 5000 Tuttle Crossing Blvd., Dublin, Ohio, 43016, US.
(street) (city) (state) (zip code) (country)

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

Executed in Dublin County, State of Ohio, on the 22 day of July, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.9

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with CAS Consulting & Services, Inc. for the South Interceptor Manhole Rehabilitation Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$87,680.00

Indexes: Self-Financed Wastewater Construction

Attachments: Resolution, Exhibit A, Map, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2019-0324

The South Wastewater Interceptor was installed in 1984 and is co-owned by the City of Round Rock (55.95%) and the City of Austin (44.05%). Recent inspections of the South Wastewater Interceptor have indicated deteriorating conditions of the manholes located along the entire length of the wastewater line. Deteriorating manholes can lead to infiltration of water into the wastewater line, and if left untreated, the failure of the manhole.

This item is for professional engineering services related to the evaluation, design and construction phase services needed to rehabilitate the manholes along the South Wastewater Interceptor. This project will consist of the extensive rehabilitation of 61 manholes which will restore the complete service life of the manhole.

The total engineering contract value is \$87,680.00. The City of Round Rock and City of Austin will each pay their associated share of the project based on their percentage ownership in the wastewater line. The City of Round Rock's share of the total cost will be \$49,056.96. This project will be managed by the City of Round Rock.

Staff recommends approval of this contract.

Cost: \$87,680.00

Source of Funds: Self-Financed Wastewater Construction

RESOLUTION NO. R-2019-0324

WHEREAS, the City of Round Rock desires to retain engineering services for the South Interceptor Manhole Rehabilitation Project, and

WHEREAS, CAS Consulting & Services, Inc. has submitted a Contract for Engineering Services to provide said services, and

WHEREAS, the City Council desires to enter into said contract with CAS Consulting & Services, Inc., Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with CAS Consulting & Services, Inc. for the South Interceptor Manhole Rehabilitation Project, a copy of said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 8th day of August, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"



**CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES**

FIRM: CAS CONSULTING & SERVICES, INC. ("Engineer")
ADDRESS: 7908 Cameron Road, Austin, TX 78754
PROJECT: South Interceptor Manhole Rehabilitation

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2019 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by municipalities of services of professional engineers; and

WHEREAS, City and Engineer desire to contract for such professional engineering services; and

WHEREAS, City and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

CONTRACT DOCUMENTS

The Contract Documents consist of this Contract and any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract) and all Supplemental Contracts (as defined herein in Article 13) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

ARTICLE 1 **CITY SERVICES**

City shall perform or provide services as identified in Exhibit A entitled "City Services."

ARTICLE 2 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in Exhibit B entitled "Engineering Services."

Engineer shall perform the Engineering Services in accordance with the Work Schedule as identified in Exhibit C entitled "Work Schedule." Such Work Schedule shall contain a complete schedule so that the Engineering Services under this Contract may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by City and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the City Manager.

ARTICLE 3 **CONTRACT TERM**

(1) Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Schedule. If Engineer does not perform the Engineering Services in accordance with the Work Schedule, then City shall have the right to terminate this Contract as set forth below in Article 20. So long as the City elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

(2) Work Schedule. Engineer acknowledges that the Work Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of Engineering Services required herein so that construction of the project will be commenced and completed as scheduled. In this regard, and subject to adjustments in the Work Schedule as provided in Article 2 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

(3) Notice to Proceed. After execution of this Contract, Engineer shall not proceed with Engineering Services until authorized in writing by City to proceed as provided in Article 7.

ARTICLE 4 **COMPENSATION**

City shall pay and Engineer agrees to accept the amount shown below as full compensation for all engineering services performed and to be performed under this Contract.

Engineer shall be paid on the basis of actual hours worked by employees performing work associated with this Contract, in accordance with the Fee Schedule attached hereto as Exhibit D. Payment of monies due for the Engineer's subconsultant's services shall be based on the actual amount billed to the Engineer by the subconsultant. Payment of monies due for direct cost expenses shall be based on the actual costs.

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Eighty-Seven Thousand Six Hundred Eighty and No/100 Dollars, (\$87,680.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

The maximum amount payable herein may be adjusted for additional work requested and performed only if approved by written Supplemental Agreement.

ARTICLE 5 **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to City, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Engineering Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

Progress payments shall be made in proportion to the percentage of completion of Engineering Services identified in Exhibit D. Progress payments shall be made by City based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve

Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

ARTICLE 6

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for services, whichever is later. Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between City and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor or between a subcontractor and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to City in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

City shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 7

NOTICE TO PROCEED

The Engineer shall not proceed with any task listed on Exhibit B until the City has issued a written Notice to Proceed regarding such task. The City shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Notice to Proceed has not been issued.

ARTICLE 8

PROJECT TEAM

City's Designated Representative for purposes of this Contract is as follows:

Eddie Zapata
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-6605

Mobile Number (512) 801-2059
Fax Number (512) 218-5536
Email Address ezapata@roundrocktexas.gov

City's Designated Representative shall be authorized to act on City's behalf with respect to this Contract. City or City's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by Engineer in order to avoid unreasonable delay in the orderly and sequential progress of Engineering Services.

Engineer's Designated Representative for purposes of this Contract is as follows:

Michael Meriwether, PE
Project Manager
7908 Cameron Road
Austin, TX 78754
Telephone Number (512) 222-1253
Fax Number (512) 836-4515
Email Address Michael.Meriwether@casengineers.com

ARTICLE 9

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with City at City's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by City, in order for City to evaluate features of the Engineering Services. At the request of City or Engineer, conferences shall be provided at Engineer's office, the offices of City, or at other locations designated by City. When requested by City, such conferences shall also include evaluation of the Engineering Services.

Should City determine that the progress in Engineering Services does not satisfy the Work Schedule, then City shall review the Work Schedule with Engineer to determine corrective action required.

Engineer shall promptly advise City in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- (1) Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of the Work Schedule, or preclude the attainment of project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and City assistance needed to resolve the situation, if any; and
- (2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

ARTICLE 10

SUSPENSION

Should City desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by City giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from City to resume the Engineering Services. Such sixty-day notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract.

If City suspends the Engineering Services, the contract period as determined in Article 3, and the Work Schedule, shall be extended for a time period equal to the suspension period.

City assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by City for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the contract completion date.

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the scope of this Contract and as such constitutes extra work, he/she/it shall promptly notify City in writing. In the event City finds that such work does constitute extra work and exceeds the maximum amount payable, City shall so advise Engineer and a written Supplemental Contract will be executed between the parties as provided in Article 13. Engineer shall not perform any proposed additional work nor incur any additional costs prior to the execution, by both parties, of a written Supplemental Contract. City shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to additional work not directly associated with the performance of the Engineering Services authorized in this Contract or any amendments thereto.

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

If City deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by City. Such revisions shall be considered as additional Engineering Services and paid for as specified under Article 11.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by City. No additional compensation shall be due for such Engineering Services.

ARTICLE 13

SUPPLEMENTAL CONTRACTS

The terms of this Contract may be modified by written Supplemental Contract if City determines that there has been a significant change in (1) the scope, complexity or character of the Engineering Services, or (2) the duration of the Engineering Services. Any such Supplemental Contract must be duly authorized by the City. Engineer shall not proceed until the Supplemental Contract has been executed. Additional compensation, if appropriate, shall be identified as provided in Article 4.

It is understood and agreed by and between both parties that Engineer shall make no claim for extra work done or materials furnished until the City authorizes full execution of the written Supplemental Contract and authorization to proceed. City reserves the right to withhold payment pending verification of satisfactory Engineering Services performed.

ARTICLE 14

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Instruments of Service") prepared by Engineer and its subcontractors are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of City to be thereafter used in any lawful manner as City elects. Any such subsequent use made of documents by City shall be at City's sole risk and without liability to Engineer, and, to the extent permitted by law, City shall indemnify, defend and hold harmless Engineer from all claims, damages, losses and expenses, including but not limited to attorneys fees, resulting therefrom.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to City for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors. All documents so lost or damaged shall be replaced or restored by Engineer without cost to City.

Upon execution of this Contract, Engineer grants to City permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that City shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, City is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of Engineer. However, City shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Instruments of Service shall be at City's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to City any Instruments of Service in electronic form or City providing to Engineer any electronic data for incorporation into the Instruments of Service, City and Engineer shall by separate written contract set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of City, and use of them is at City's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the opinion of City, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the project when so instructed by City. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than City. Engineer may not change the Project Manager without prior written consent of City.

ARTICLE 16

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

ARTICLE 18
SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by City before any final report is issued. City's comments on Engineer's preliminary reports shall be addressed in any final report.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- (5) By satisfactory completion of all Engineering Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering

Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the reasonable and necessary cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to City for any additional and reasonable costs incurred by City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

(1) Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

(2) Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

Engineer shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Contract, which are caused by or which result from the negligent error, omission, or negligent act of Engineer or of any person employed by Engineer or under Engineer's direction or control.

Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reimbursement of reasonable attorney's fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such negligent activities by Engineer, its agents, or employees.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

(1) Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(2) Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

ARTICLE 26

INSURANCE

(1) Insurance. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and

otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(2) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Engineer shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

(3) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Engineer shall notify City thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to City by certified mail to:

City Manager, City of Round Rock
221 East Main Street
Round Rock, Texas 78664

- (b) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

(4) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit E herein entitled "Certificates of Insurance."

ARTICLE 27

COPYRIGHTS

City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 28
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

Records pertaining to the project, and records of accounts between City and Engineer, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

ARTICLE 32
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

City:

City of Round Rock
Attention: City Manager
221 East Main Street
Round Rock, TX 78664

and to:

Stephan L. Sheets
City Attorney
309 East Main Street
Round Rock, TX 78664

Engineer:

Michael Meriwether, PE
Project Manager
7908 Cameron Road
Austin, TX 78754

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies.

(2) Force Majeure. Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

(3) Enforcement and Venue. This Contract shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

(4) Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

(5) Opinion of Probable Cost. Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

(6) Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE 34 **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

IN WITNESS WHEREOF, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

CAS CONSULTING & SERVICES, INC.

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

- | | |
|---------------|---------------------------|
| (1) Exhibit A | City Services |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Schedule |
| (4) Exhibit D | Fee Schedule |
| (5) Exhibit E | Certificates of Insurance |

EXHIBIT A

City Services

The City will furnish the following information to the Engineer and/or perform the following tasks:

1. Provide existing reports or data the City has on file concerning the project, if available.
2. Provide any available as-built plans for previous facility projects impacting the project.
3. Provide any available as-built plans for any utility lines that are near to, tie into or might affect the design of the project.
4. Provide any available utility, parcel and/or topographic mapping information of the project area.
5. Assist the Engineer, as necessary, in obtaining any required data and information from the State, County, neighboring Cities and/or other franchise utility companies.
6. Assist the Engineer by requiring appropriate utility companies to expose underground utilities within the right-of-way, when required.
7. Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any development that affects the scope of the Engineer's services.
8. Meet on an as needed basis to answer questions, provide guidance and offer comment.
9. Pay all fees associated with approvals and/or permits from entities when such approvals and/or permits are necessary as determined by the City.
10. Assist with property owner coordination for Right-of Entry.
11. Secure easements (using documents prepared by Engineer) as required for construction of improvements described in Engineer's final design plans.
12. Obtain necessary permits, including TxDOT permits, as required for performing work and installing water lines in the state right-of-way.
13. Pay for costs associated with newspaper public notice for bid advertisement.
14. Provide construction inspection and construction testing services including coordination and scope of services.
15. Review the Application for Payment and supporting documentation submitted by the Contractor.

EXHIBIT B

Engineering Services

The City of Round Rock has retained CAS to provide limited evaluation and manhole rehabilitation construction documents for approximately 55 manholes east of I35 and north of TX-45 in Round Rock, Texas. Up to two weeks of field work is assumed to review and document manhole conditions. CAS will prepare a basis of design memo and present rehabilitation recommendations for each manhole. The memo will identify manholes planned for cementitious repairs, fiberglass manhole liner inserts, or full replacement (if required). Full replacement design, including surveying, erosion control, and other services can be added to the scope as additional services if desired. The preferred method of rehabilitation is fiberglass manhole liner inserts. CAS will prepare construction documents (plans, specifications, opinion of probable cost (OPCC), and schedule).

SCOPE OF WORK

Project Management

1. Project Controls and Reporting: CAS will prepare monthly Project Summary Reports and submit with monthly invoice. For the five (5) month design phase duration, the reporting will include the following elements unless otherwise noted:
 - a) Project Budget Summary
 - b) Summary of Work Completed to Date
 - c) Upcoming Project ActivitiesItems a, b, and c to be included in the monthly email update.
2. Design Meetings
3. Monthly Invoicing and Administration

Manhole Review & Rehabilitation Design

The following specific tasks and deliverables will be prepared and submitted as part of 60%, 90%, and 100% deliverables:

1. One to two weeks of field work to review and document manhole conditions.
2. 60% Basis of Design Memo, OPCC, Sheet List, Specification List, Construction Schedule
3. TxDOT Utility Permit Support
4. 90% Plans, OPCC, Specifications, Construction Schedule
5. 100% Plans, OPCC, Specifications, Construction Schedule

Bid Phase Services

The following tasks are included for bid phase services:

1. Attendance at bid opening meeting.
2. Review bids for completeness with respect to the scopes of work for which CAS is responsible.

Construction Phase Services

The following tasks are included for construction phase services:

1. Attendance at monthly construction meetings (6).
2. Conduct two (2) site visits.
3. Review construction submittals for conformance with construction documents.

Assumptions

All submittals will be provided to the City of Round Rock digitally for reproduction. City of Round Rock staff will provide access, transportation, and staff for field work.

CAS Scope excludes:

- Survey
- Right of entry is not required (the project is accessible)
- Odor control services
- SUE/potholing services
- Full manhole replacement is not included in this scope of work
- Traffic control plan
- Payment application review
- Rights of entry
- Preparation of drawings and documents for any permits other than the TxDOT Utility Permit

Fee

See Exhibit D for the proposed lump sum fee schedule. Field work will be performed on a not-to-exceed time and materials basis. CAS appreciates the opportunity to work with the City of Round Rock on this project. Should you have any questions or need additional information please do not hesitate to contact our office.

EXHIBIT C
Work Schedule

Task	Duration	Completion Date
Notice to Proceed	N/A	8/15/2019
Field Work	4 weeks	9/12/2019
60% Basis of Design Memo	3 weeks	10/3/2019
Review / Meeting	1 week	10/11/2019
90% Submittal	1 month	11/11/2019
Review / Meeting	2 weeks	11/25/2019
100% Submittal	4 weeks	12/20/2019
Advertise	1 month	2/3/2020
Bid & Award	2 months	4/3/2020
Construction	5 months	9/21/2020

Exhibit D

Fee Schedule

Project Name: South Round Rock Interceptor Manhole Rehabilitation

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: Project Management	18	\$2,140.00	\$0.00	\$0.00	\$2,140.00
Task 2: Design Services	568	\$72,780.00	\$0.00	\$0.00	\$72,780.00
Task 3: Bid Phase Services	26	\$3,860.00	\$0.00	\$0.00	\$3,860.00
Task 4: Construction Phase Services	62	\$8,900.00	\$0.00	\$0.00	\$8,900.00
GRAND TOTAL:	674	\$87,680.00	\$0.00	\$0.00	\$87,680.00

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600		CONTACT NAME: PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS:															
INSURED CAS Consulting and Services, Inc. 7908 Cameron Road, Ste. 405 Austin, TX 78754		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Company of CT</td> <td>25682</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Cas. Co. of America	25674	INSURER B : Travelers Indemnity Company	25658	INSURER C : Travelers Indemnity Company of CT	25682	INSURER D : XL Specialty Insurance Company	37885	INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680003G1984991847	09/28/2018	09/28/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA3G20010118	09/28/2018	09/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP2N952727	02/26/2019	09/28/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB5J8318501847G	09/28/2018	09/28/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab Claims Made & Reported Pol			DPR9938376 Retro:02/12/2002	02/12/2019	02/12/2020	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: The General Liability and Auto Liability policy(s) include a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. All policy(s) provide a Blanket Waiver of Subrogation when required by written contract. The Gen Liab. policy contains a special endorsement with "Primary and Noncontributory" wording, when (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Round Rock
2008 Enterprise Drive
Round Rock, TX 78664

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James E. Janner

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DESCRIPTIONS (Continued from Page 1)

required by written contract. Umbrella follows form.

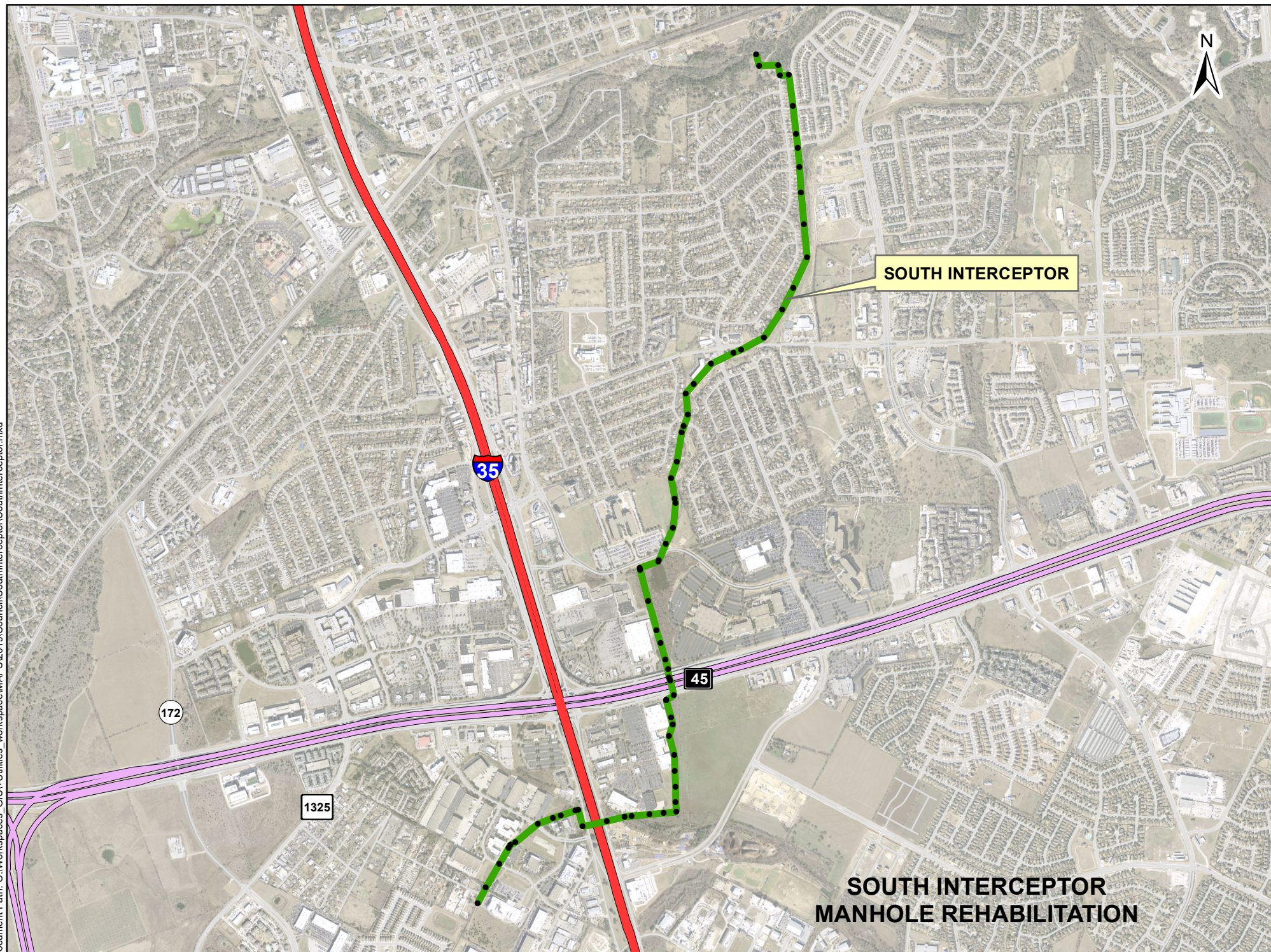
**** Workers Comp Information ****

Proprietors/Partners/Executive Officers/Members Excluded:

CHANNY SOEUR, ELECOFC

RE: South Interceptor Manhole Rehabilitation.

The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-519440

Date Filed:
07/22/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CAS Consulting & Services, Inc
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

S Interceptor Manhole Rehab
Engineering Services
000 000

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CAS Consulting & Services, Inc.	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jesse Penn, and my date of birth is 1.30.71

My address is 7908 Cameron Rd. Austin Tx 78754 USA
(street) (city) (state) (zip code) (country)

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

Executed in Texas County, State of Texas, on the 22nd day of July, 20 19.
(month) (year)

Jesse Penn
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.10

Title: Consider a resolution approving the Brushy Creek Municipal Utility District FY 2020 Brushy Creek Regional Wastewater System Allocated Budget.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2019-0325

In October of 2009, the City of Round Rock entered into an agreement with the Brushy Creek Municipal Utility District (District) to provide wastewater services. In this agreement, the MUD became a sub-regional customer of the City of Round Rock. A contractual obligation of the agreement states that the Council must approve the costs and wastewater flows of the system charged to the MUD annually. The FY2020 Brushy Creek Regional Wastewater System (BCRWWS) Allocated Budget for the Brushy Creek MUD is attached. The Budget Includes the MUD's Operations and maintenance Budget (Flow Charge) based on winter average flows into the system, Debt Service Budget (Capital Charge) based on Reserved Capacity in the system, and an administration and overhead fee (Administration Charge) as set forth in the Wastewater Service Agreement.

The MUD is also responsible for any required improvement costs that are not otherwise paid through the charges listed above. The FY2020 Budget for the planned BCRWWS required improvements is attached. The MUD's allocated Required Improvements Budget is based on their Reserved Capacity in the System Component as outlined in the Agreement.

RESOLUTION NO. R-2019-0325

WHEREAS, the City of Round Rock has previously entered into an agreement with Brushy Creek Municipal Utility District (“District”) to provide wastewater services; and

WHEREAS, pursuant to the agreement, the Council must approve the costs and flows of the system charged to the District annually; and

WHEREAS, the City Council wishes to approve the proposed FY 2020 Brushy Creek Regional Wastewater System (“BCRWWS”) Allocated Budget for Brushy Creek Municipal Utility District, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the FY 2020 BCRWWS Allocated Budget for Brushy Creek Municipal Utility District, attached hereto as Exhibit “A”, is hereby approved.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 8th day of August, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



EXHIBIT "A"

Brushy Creek Municipal Utility District FY2020 Brushy Creek Regional Wastewater System Allocated Budget

	<u>Flow Charge ¹</u>	<u>Capital Charge</u>	<u>Admin Charge</u>	<u>Monthly Total ²</u>
Oct-19	\$37,824.30	\$30,950.00	\$978.58	\$69,752.88
Nov-19	\$37,824.30	\$30,950.00	\$978.58	\$69,752.88
Dec-19	\$37,824.30	\$30,950.00	\$978.58	\$69,752.88
Jan-20	\$37,824.30	\$30,950.00	\$1,007.94	\$69,782.24
Feb-20	\$37,824.30	\$30,950.00	\$1,007.94	\$69,782.24
Mar-20	\$37,824.30	\$30,950.00	\$1,007.94	\$69,782.24
Apr-20	\$37,824.30	\$30,950.00	\$1,007.94	\$69,782.24
May-20	\$37,824.30	\$30,950.00	\$1,007.94	\$69,782.24
Jun-20	\$37,824.30	\$30,950.00	\$1,007.94	\$69,782.24
Jul-20	\$37,824.30	\$30,950.00	\$1,007.94	\$69,782.24
Aug-20	\$37,824.30	\$30,950.00	\$1,007.94	\$69,782.24
Sep-20	\$37,824.30	\$30,950.00	\$1,007.94	\$69,782.24
FY2020 Total	\$453,891.60	\$371,400.00	\$12,007.20	\$837,298.80

¹ Based on CORR's BCRWWS Final Budget dated 7/2/2019

² The City of Round Rock will bill this amount monthly. All Payments must be received by the 15th of each month.

FY2020 Brushy Creek Regional Wastewater System Required Improvement Budget

<u>East Wastewater Treatment Plant</u>	<u>Total Budget</u>	<u>BCMUD Allocation</u>	<u>Total for BCMUD</u>
Process Improvements - Final Design	\$2,100,000	0.51%	\$10,710
Process Improvements - Construction	\$16,000,000	0.51%	\$81,600
FY2020 Total Required Improvements			<u>\$92,310</u>



City of Round Rock

Agenda Item Summary

Agenda Number: H.11

Title: Consider a resolution approving the Fern Bluff Municipal Utility District FY 2020 Brushy Creek Regional Wastewater System Allocated Budget.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2019-0326

In October of 2009, the City of Round Rock entered into an agreement with the Fern Bluff Municipal Utility District (MUD) to provide wastewater services. In this agreement, the MUD became a sub-regional customer of the City of Round Rock. A contractual obligation of the agreement states that the Council must approve the costs and wastewater flows of the system charged to the MUD annually. The FY2020 Brushy Creek Regional Wastewater System (BCRWWS) Allocated Budget for Fern Bluff MUD is attached. The budget includes a Flow Charge based on winter average flows into the system, Debt Service Budget (Capital Charge) based on Reserved Capacity in the system, and an administration and overhead fee (Administration Charge) as set forth in the Wastewater Service Agreement.

The MUD is also responsible for any required improvement costs that are not otherwise paid through the charges listed above. The FY2020 Budget for the planned BCRWWS required improvements is attached. The MUD's allocated Required Improvements Budget is based on their Reserved Capacity in the System Component as outlined in the Agreement.

RESOLUTION NO. R-2019-0326

WHEREAS, the City of Round Rock has previously entered into an agreement with Fern Bluff Municipal Utility District (“District”) to provide wastewater services; and

WHEREAS, pursuant to the agreement, the Council must approve the costs and flows of the system charged to the District annually; and

WHEREAS, the City Council wishes to approve the proposed FY 2020 Brushy Creek Regional Wastewater System (“BCRWWS”) Allocated Budget for Fern Bluff Municipal Utility District, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the FY 2020 BCRWWS Allocated Budget for Fern Bluff Municipal Utility District, attached hereto as Exhibit “A”, is hereby approved.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 8th day of August, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



EXHIBIT "A"

Fern Bluff Municipal Utility District FY2020 Brushy Creek Regional Wastewater System Allocated Budget

	<u>Flow Charge ¹</u>	<u>Capital Charge</u>	<u>Admin Charge</u>	<u>Monthly Total ²</u>
Oct-19	\$9,605.38	\$8,700.00	\$652.38	\$18,957.76
Nov-19	\$9,605.38	\$8,700.00	\$652.38	\$18,957.76
Dec-19	\$9,605.38	\$8,700.00	\$652.38	\$18,957.76
Jan-20	\$9,605.38	\$8,700.00	\$671.95	\$18,977.33
Feb-20	\$9,605.38	\$8,700.00	\$671.95	\$18,977.33
Mar-20	\$9,605.38	\$8,700.00	\$671.95	\$18,977.33
Apr-20	\$9,605.38	\$8,700.00	\$671.95	\$18,977.33
May-20	\$9,605.38	\$8,700.00	\$671.95	\$18,977.33
Jun-20	\$9,605.38	\$8,700.00	\$671.95	\$18,977.33
Jul-20	\$9,605.38	\$8,700.00	\$671.95	\$18,977.33
Aug-20	\$9,605.38	\$8,700.00	\$671.95	\$18,977.33
Sep-20	\$9,605.38	\$8,700.00	\$671.95	\$18,977.33
FY2020 Total	\$115,264.56	\$104,400.00	\$8,004.69	\$227,669.25

¹ Based on CORR's BCRWWS Final Budget dated 7/2/2019

² The City of Round Rock will bill this amount monthly. All Payments must be received by the 15th of each month.

FY2020 Brushy Creek Regional Wastewater System Required Improvement Budget

<u>East Wastewater Treatment Plant</u>	<u>Total Budget</u>	<u>FBMUD Allocation</u>	<u>Total for FBMUD</u>
Process Improvements-Final Design	\$2,100,000	0.15%	\$3,150
Process Improvements-Construction	\$16,000,000	0.15%	\$24,000
FY2020 Total Required Improvements			<u>\$27,150</u>



City of Round Rock

Agenda Item Summary

Agenda Number: H.12

Title: Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Contractor with Percheron Construction for the Downtown Trash Modification Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$126,645.00

Indexes: General Self-Financed Construction

Attachments: Resolution, Bid Tab, Letter of Recommendation, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2019-0327

The City of Round Rock Dumpster Enclosures project is designed to improve the overall aesthetic of downtown Round Rock. This project will provide enclosures around three existing dumpster locations in downtown Round Rock. This project will also add a new dumpster enclosure at a recycling dumpster that will be added to the downtown parking lot at Liberty Avenue. The dumpster enclosures will include decorative CMU block walls, side access doors, gates, bollards, and concrete approach pads. The enclosures will be locked to reduce the illegal dumping that has been occurring in downtown.

On January 18, 2019, City Council awarded an engineering contract with 2P Consultants for the design of the dumpster enclosures and associated improvements.

On July 17, 2019, five bids were received for the construction of the identified improvements. The low bid was Percheron Construction with a bid of \$126,645. Utility staff recommends Percheron Construction for approval.

The City will also be changing the process of how we bill the tenants in these locations in the near future. Currently, each tenant contracts individually for trash service. The new program will bill the tenants for trash service that will be included with their current utility bill.

Cost: \$126,645

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2019-0327

WHEREAS, the City of Round Rock has duly advertised for bids for the Downtown Trash Modification Project; and

WHEREAS, Percheron Construction has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Percheron Construction, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City a “Standard Form of Agreement between Owner and Contractor” with Percheron Construction for the Downtown Trash Modification Project.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 8th day of August, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

THE CITY OF ROUND ROCK
Utilities & Environmental Services

2008 Enterprise Drive
 Round Rock, Texas 78664

BIDS EXTENDED AND CHECKED

BY : JLR

DATE : 7/17/2019

BID TABULATION

SHEET: 1 of 2

CONTRACT : Downtown Trash Modification				Percheron Construction		G Creek Inc.		Mobil Construction Corporation		Partners Remodeling	
LOCATION : 2008 Enterprise Drive Large Conf. Room				Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
DATE: 7/17/2019 at 2:00pm				Addendum(s)? N/A		Addendum(s)? N/A		Addendum(s)? N/A		Addendum(s)? N/A	
				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Mobilization	1	LS	\$5,551.00	\$5,551.00	\$8,000.00	\$8,000.00	\$5,100.00	\$5,100.00	\$6,300.00	\$6,300.00
2	Erosion Control	1	LS	\$5,699.00	\$5,699.00	\$4,000.00	\$4,000.00	\$7,700.00	\$7,700.00	\$4,000.00	\$4,000.00
3	Demo Project 1	1	EA	\$4,674.00	\$4,674.00	\$3,500.00	\$3,500.00	\$1,700.00	\$1,700.00	\$4,500.00	\$4,500.00
4	Demo Project 2	1	EA	\$10,626.00	\$10,626.00	\$7,500.00	\$7,500.00	\$3,300.00	\$3,300.00	\$4,000.00	\$4,000.00
5	Demo Project 3	1	EA	\$5,058.00	\$5,058.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
6	Install 30" Swing Gates	6	EA	\$1,321.00	\$7,926.00	\$2,500.00	\$15,000.00	\$1,700.00	\$10,200.00	\$1,800.00	\$10,800.00
7	Install New Hinges	2	EA	\$293.00	\$586.00	\$800.00	\$1,600.00	\$550.00	\$1,100.00	\$1,800.00	\$3,600.00
8	Install L3x3x3/8" Wheel Stop	1	EA	\$151.00	\$151.00	\$300.00	\$300.00	\$300.00	\$300.00	\$1,500.00	\$1,500.00
9	Install 5' Swing Gates, Posts, Locks	6	EA	\$2,233.00	\$13,398.00	\$3,000.00	\$18,000.00	\$2,500.00	\$15,000.00	\$2,000.00	\$12,000.00
10	Install 6' Bollards	11	EA	\$484.00	\$5,324.00	\$850.00	\$9,350.00	\$1,200.00	\$13,200.00	\$500.00	\$5,500.00
11	Install +/- 28sqyd Concrete Prj. 1	28	SQYD	\$261.00	\$7,308.00	\$120.00	\$3,360.00	\$146.00	\$4,088.00	\$275.00	\$7,700.00
12	Install +/- 79sqyd Concrete Prj. 2	79	SQYD	\$232.00	\$18,328.00	\$110.00	\$8,690.00	\$140.00	\$11,060.00	\$260.00	\$20,540.00
13	Install +/- 44sqyd Concrete Prj. 3	44	SQYD	\$234.00	\$10,296.00	\$120.00	\$5,280.00	\$143.00	\$6,292.00	\$270.00	\$11,880.00
14	Install Pavement Strip Prj. 1 & 2	1	LS	\$1,024.00	\$1,024.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00
15	Install Curb & Gutter at Prj. 2	17	LF	\$77.00	\$1,309.00	\$50.00	\$850.00	\$50.00	\$850.00	\$32.00	\$544.00
16	Install 8" Split Face CMU Prj. 1	30	LF	\$196.00	\$5,880.00	\$280.00	\$8,400.00	\$426.00	\$12,780.00	\$275.00	\$8,250.00
17	Install 8" Split Face CMU Prj. 2	58	LF	\$152.00	\$8,816.00	\$280.00	\$16,240.00	\$426.00	\$24,708.00	\$275.00	\$15,950.00
18	Install 8" Split Face CMU Prj. 3	32	LF	\$201.00	\$6,432.00	\$280.00	\$8,960.00	\$426.00	\$13,632.00	\$275.00	\$8,800.00
19	Install 8'6" Swing Gates	2	EA	\$3,509.00	\$7,018.00	\$4,000.00	\$8,000.00	\$5,600.00	\$11,200.00	\$5,000.00	\$10,000.00
20	Revegetate Project 2	1	LS	\$1,241.00	\$1,241.00	\$1,500.00	\$1,500.00	1900	\$1,900.00	3500	\$3,500.00
TOTAL BASE BID:				\$126,645.00		\$133,530.00		\$147,610.00		\$147,864.00	

Unit Prices in **red** indicate no written unit price entered by bidder or incorrect format entered.

Total Base Bid in **red** indicates corrected total upon bid tabulation.

Costs written in **red** indicate correction upon bid tabulation.

THE CITY OF ROUND ROCK
Utilities & Environmental Services
2008 Enterprise Drive
Round Rock, Texas 78664

BIDS EXTENDED AND CHECKED

BY : JLR
DATE : 7/17/2019

BID TABULATION CONT.

SHEET: 2 of 2

CONTRACT : Downtown Trash Modification				Quality Concrete Construction							
LOCATION : 2008 Enterprise Drive Large Conf. Room				Statement of Safety? Yes Addendum(s)? N/A Bid Bond? Yes		Statement of Safety? Addendum(s)? Bid Bond?		Statement of Safety? Addendum(s)? Bid Bond?		Statement of Safety? Addendum(s)? Bid Bond?	
DATE: 7/17/2019 at 2:00pm											
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Mobilization	1	LS	\$6,900.00	\$6,900.00		\$0.00		\$0.00		\$0.00
2	Erosion Control	1	LS	\$6,300.00	\$6,300.00		\$0.00		\$0.00		\$0.00
3	Demo Project 1	1	EA	\$7,300.00	\$7,300.00		\$0.00		\$0.00		\$0.00
4	Demo Project 2	1	EA	\$16,300.00	\$16,300.00		\$0.00		\$0.00		\$0.00
5	Demo Project 3	1	EA	\$7,500.00	\$7,500.00		\$0.00		\$0.00		\$0.00
6	Install 30" Swing Gates	6	EA	\$1,800.00	\$10,800.00		\$0.00		\$0.00		\$0.00
7	Install New Hinges	2	EA	\$600.00	\$1,200.00		\$0.00		\$0.00		\$0.00
8	Install L3x3x3/8" Wheel Stop	1	EA	\$500.00	\$500.00		\$0.00		\$0.00		\$0.00
9	Install 5' Swing Gates, Posts, Locks	6	EA	\$2,800.00	\$16,800.00		\$0.00		\$0.00		\$0.00
10	Install 6' Bollards	11	EA	\$300.00	\$3,300.00		\$0.00		\$0.00		\$0.00
11	Install +/- 28sqyd Concrete Prj. 1	28	SQYD	\$332.00	\$9,296.00		\$0.00		\$0.00		\$0.00
12	Install +/- 79sqyd Concrete Prj. 2	79	SQYD	\$332.00	\$26,228.00		\$0.00		\$0.00		\$0.00
13	Install +/- 44sqyd Concrete Prj. 3	44	SQYD	\$332.00	\$14,608.00		\$0.00		\$0.00		\$0.00
14	Install Pavement Strip Prj. 1 & 2	1	LS	\$1,000.00	\$1,000.00		\$0.00		\$0.00		\$0.00
15	Install Curb & Gutter at Prj. 2	17	LF	\$30.00	\$510.00		\$0.00		\$0.00		\$0.00
16	Install 8" Split Face CMU Prj. 1	30	LF	\$333.00	\$9,990.00		\$0.00		\$0.00		\$0.00
17	Install 8" Split Face CMU Prj. 2	58	LF	\$300.00	\$17,400.00		\$0.00		\$0.00		\$0.00
18	Install 8" Split Face CMU Prj. 3	32	LF	\$320.00	\$10,240.00		\$0.00		\$0.00		\$0.00
19	Install 8'6" Swing Gates	2	EA	\$4,000.00	\$8,000.00		\$0.00		\$0.00		\$0.00
20	Revegata Project 2	1	LS	\$500.00	\$500.00		\$0.00		\$0.00		\$0.00
TOTAL BASE BID:				\$174,672.00		\$0.00		\$0.00		\$0.00	

Unit Prices in **red** indicate no written unit price entered by bidder or incorrect format entered.

Total Base Bid in **red** indicates corrected total upon bid tabulation.

Costs written in **red** indicate correction upon bid tabulation.



203 E. Main Street, Suite 204
Round Rock, Texas 78664
512-344-9664
TBPE FIRM #F-19351

July 19, 2019

Juan E. Martinez
Engineering Associate
Utilities & Environmental Services
jmartinez@roundrocktexas.gov
512-341-3332

RE: Downtown Trash Modification

Dear Mr. Martinez,

2P Consultants, LLC analyzed all the bids received at the July 17th, 2019 opening for accuracy and consistency. The lowest bidder was Percheron Construction at \$126,645.00.

Based on our opinion formed by the documentation provided in the bid tabulation, we recommend the City of Round Rock engage Percheron Construction for this project.

Sincerely,

2P Consultants, LLC.

A handwritten signature in black ink, reading 'Justin C. Madding', is written over the printed name.

Justin C. Madding, PE, PMP

1 of 1

Version V1.1.39f8039c

City of Round Rock Dumpster Enclosures Project





City of Round Rock

Agenda Item Summary

Agenda Number: H.13

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Smith Pump Company, Inc. for the purchase of two pumps for the East Brushy Creek Regional Wastewater Treatment Plant.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$118,308.00

Indexes: Regional Wastewater Projects

Attachments: Resolution, Quote, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2019-0328

The East Brushy Creek Regional Wastewater Treatment Plant uses a waste activated pump and return activated pump in the aeration basins and clarifier units for crucial processes in the plant.

The current pumps are past their estimated lifetime and have been repaired and rebuilt numerous times both by Brazos River Authority and the City. Smith Pump Company is the regional, sole source distributor of these pumps and can provide the City with new pumps.

The Utilities & Environmental Services Department recommends the purchase of these replacement pumps to keep the plant operating at full capacity.

The cost for the pumps will be shared by all partner Cities based on the annual operation and maintenance percentage. The City of Round Rock is responsible for 60.3 percent of the total amount of this cost which is \$71,339.72.

Cost: \$118,308

Source of Funds: Regional Wastewater Projects

RESOLUTION NO. R-2019-0328

WHEREAS, the City of Round Rock (“City”) desires to purchase a waste activated solid pump and a return activated solid pump for the aeration basin/clarifier units at the East Wastewater Treatment Plant; and

WHEREAS, Section 252.022(4) of the Texas Local Government states that expenditures for items available from only one source are exempt from competitive bidding requirements; and

WHEREAS, Smith Pump Company, Inc. is the sole source provider of a waste activated solid pump and a return activated solid pump for the East Wastewater Treatment Plant; and

WHEREAS, the City wishes to issue a purchase order to Smith Pump Company, Inc. for the purchase of a waste activated solid pump and a return activated solid pump, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the City Manager is hereby authorized and directed to issue a purchase order to Smith Pump Company, Inc. for the purchase of a waste activated solid pump and a return activated solid pump for the aeration basin/clarifier units at the East Wastewater Treatment Plant.

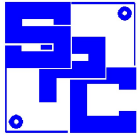
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 8th day of August, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



**SMITH
PUMP
COMPANY, INC.**

**Remit to: 301 M&B Industrial Blvd.
Waco, Tx 76712**

**Phone: (254) 776-0377
Fax: (254) 776-0023**

Bill to .: City of Round Rock
apinvoices@roundrocktexas.gov
221 East Main
Round Rock, TX 78664

Contact : Mark Hurd
Phone : 512 218 5433
Fax ...: 512 218 7097

Ship to : City of Round Rock
3939 East Palm Valley Blvd
Round Rock, TX 78665

Contact : Sam Garcia
Phone : 512-218-2005
Fax ...: 512 218 7097

QUOTATION

Number	SQ024461-1	Page : 1 of 4
Sales order		Date : 5/21/2019
Your ref.		Our ref: 428
Requisition		Payme: Net 30 Days
Quotation deadline : 6/21/2019		Sales : TXCEN
Delivery Term: FOB Destination		Name : Darrel R. Mize

QUOTATION

UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.0000	WAS Pump - Flowserve 4MF Replacement	1.00	46,154.00	46,154.00
	(2) Flowserve 4MF13C-4T Pump 20 HP 1175 RPM 460V/3PH/60Hz Duplicate bare pump of S/N: 96-3392916 - Mechanical Seal (PSS4 split seal) (1) Item of delivery Lead Time: 19 Weeks ARO			
2.0000	RAS Pump - Flowserve 12MN Replacement - Mech. Seal	1.00	72,154.00	72,154.00
	Conditions of Service: 3850 GPM 28' TDH Duplicate bare pump of S/N: 96-33-92915 (1) Flowserve 12MN14C 6A Pump 40 HP 890 RPM 460V/3PH/60Hz - Mechanical Seal (PSS4 Split seal) (1) Item of delivery Lead Time: 21 weeks ARO			

Sales balance	Total discount	Misc. charges	Sales tax	Round-off	Total
118,308.00	0.00	0.00	0.00	0.00	118,308.00 USD



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Delivery Term: FOB Destination		Name : Darrel R. Mize

TERMS AND CONDITIONS

1. Applicability – These Terms and Conditions of Sale (“Terms”) shall govern all sales of equipment or services to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise and any pre-printed or standard terms and conditions contained in Customer’s request for quote, purchase order, invoice, order acknowledgement or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement signed by an authorized representative of both Smith Pump Company (“SPCO”) and Customer. SPCO’s acknowledgement of Customer’s purchase order shall not constitute acceptance of any terms or conditions contained therein which are in any way inconsistent with the Terms. Any additional or different terms or conditions included in any acceptance of this quotation are expressly disclaimed and rejected in advance, and unless there is prior mutual agreement otherwise, shall not become a part of any contract resulting from this quotation.

2. Price – Unless otherwise stated in this quotation, all prices are FOB shipping point. All transportation, insurance and similar charges incident to delivery shall be borne by the customer. This quotation is valid for thirty (30) days only. Shipping dates are approximate and are based on prompt receipt of all necessary information. In the case of delay in furnishing complete information to SPCO, dates of shipment may be extended for a reasonable time. In the event SPCO provides transport services, these will be quoted as a lump sum price based on destination and shipping mode.

In the event Customer requests a delay or suspension in the completion and/or shipment of equipment or services covered by this quotation, or any part thereof, for any reason, the parties shall agree upon any cost and/or scheduling impact of such delay and all such costs to Customer’s account. Any delay period beyond thirty (30) days after original scheduled shipment date shall require Customer to (i) take title and risk of loss of any equipment covered by this quotation, and (ii) make arrangements for the storage of such equipment with SPCO or other party. SPCO’s invoice, which is contractually based on shipment, shall be issued upon SPCO’s readiness to ship the equipment covered by this quotation.

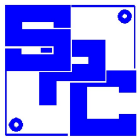
SPCO shall not be liable for delay and delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Customer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.

3. Warranty – SPCO warrants new equipment or parts to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of startup or initial use, whichever comes first. SPCO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR LIQUIDATED DAMAGES. NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Repairs performed by SPCO are warranted against defects in workmanship and/or materials for a period of twelve (12) months from the date of shipment. SPCO will not be responsible for any removal or reinstallation charges or transportation charges in cases where equipment has failed under these warranty conditions. SPCO’s sole obligation and Customer’s sole remedy under this warranty is repair or replacement at SPCO’s election. Customer agrees to provide SPCO reasonable and clear access to any equipment covered by this warranty which may include removal or materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the equipment being repaired or replaced. Costs to remove and/or reinstall equipment for warranty purposes shall be the responsibility of Customer.

Replacement parts or repairs furnished under this warranty shall be subject to warranty provisions herein for the remaining warranty period. All equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. SPCO does not warrant the equipment covered by this quotation or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the equipment covered by this quotation in all material respects, and in accordance with SPCO’s written recommendations. Customer must notify SPCO in writing of any warranty claim during the warranty period or within thirty (30) days thereafter.

SPCO will not be liable under this warranty if warranted goods have been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with SPCO’s instructions, (2) alteration, modification or repair by anyone other than SPCO or those specifically authorized by SPCO, (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Customer, (4) damage caused by failure of an SPCO supplied product not under warranty or by any hardware or software not supplied by SPCO, (5) use of counterfeit or replacement parts that are not manufactured by the manufacturer of goods provided by SPCO or approved by SPCO for use in goods provided by SPCO, or (6) goods which are normally consumed in operation or which have normal life inherently shorter than the warranty period including, but not limited to, consumables (e.g. lamps, batteries, storage capacitors).

4. Payment – All prices are net cash to be paid thirty (30) days after date of invoice. Customer agrees to make payment within that period. Discounts will apply only as



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Your ref.		Our ref: 428
Requisition		Payme: Net 30 Days
Quotation deadline : 6/21/2019		Sales : TXCEN
Delivery Term: FOB Destination		Name : Darrel R. Mize

paid within the stated terms. Should Customer for any reason fail to pay in accordance with these terms, Customer agrees to pay all collection costs, attorney's fees and expenses incurred in collecting payment.

If Customer's financial condition is or becomes unsatisfactory to SPCO, SPCO reserves the right to (a) require payment from Customer on a cash in advance basis, (b) require a letter of credit or other acceptable security before shipment, (c) cancel shipment at any time prior to delivery without further obligation or liability on SPCO's part, (d) terminate any contract or obligation on the part of SPCO, or (e) require other special payment terms acceptable to SPCO to assure payment. All extensions of credit are subject to the approval of SPCO's credit department and management.

5. Joint Check Agreement– If Customer fails to pay laborers and materialmen within thirty (30) days after payment by SPCO, SPCO will have the right to make future payments by check payable jointly to Customer and laborers or materialmen to the extent of unpaid indebtedness arising out of the job. SPCO will credit joint checks against the contract sum on the next payment application.

6. Taxes – The amount of all federal, state or local taxes applicable to the sale, use, delivery or transportation of the equipment or services sold hereunder and all duties, imports, tariffs, and other similar levies shall be added to the contract price and paid by the Customer except where the Customer shall furnish an appropriate certificate of exemption.

7. Property Damage – SPCO shall not be responsible for damage to topsoil or groundcover in connection with the work or service performed under this contract. SPCO shall not be responsible for claims arising from the pumping of water onto the ground which is necessary in connection with the service or work provided by SPCO. The customer agrees to hold SPCO harmless from claims arising out of damage caused by the pumping of water onto the ground.

8. Startup – If the equipment supplied pursuant to this quotation has a warranty requirement, qualified SPCO personnel must be present during the initial equipment startup and commissioning. Failure to request and assure the presence of qualified SPCO personnel will void any warranty herein. Requests for startup must occur at least seven (7) days prior to the scheduled date of the startup.

9. Limitation of Liability – The remedies set forth herein are exclusive and the total liability of SPCO with respect to this quotation, and any contract for goods or services arising from this quotation, or for any breach thereof, whether based on contract, warranty, torts (including negligence), indemnity, strict liability or otherwise, shall not exceed the quotation or sales price of the specific equipment or service which gives rise to the claim.

10. Setoff – All amounts that Customer owes SPCO under this quotation shall be due and payable in accordance with the terms of the quotation. Customer shall not setoff such amounts or any portion thereof, whether or not liquidated, against sums which Customer asserts are due to it, its parent, affiliates, subsidiaries or other division under other transactions with SPCO.

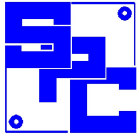
11. Customer Cancellation – Customer may cancel this order only upon written notice and payment to SPCO of reasonable and proper cancellation charges. In the event of cancellation, Customer must pay for all material, expense and labor costs incurred by SPCO in connection with the materials and services to be provided pursuant to this quotation, as well as all expenses relating to any specially fabricated materials and restocking charges.

12. Assignment – Neither party may assign this order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.

13. Waiver/Severability – Failure by SPCO to assert all or any of its rights upon any breach by Customer shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No waiver of any right shall extend to or affect any other right Customer may possess nor shall such waiver extend to any subsequent similar or dissimilar breach.

If any portion of these Terms are determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed stricken for the purposes of the dispute in question and all other provisions shall remain in full force and effect.

14. Applicable Law – The contract involving the sale of the equipment and services covered by this quotation shall be interpreted in accordance with the laws of the State of Texas. This contract is performable in McLennan County, Texas and venue for any court action in any way relating to or arising out of this contract shall be McLennan



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Quotation deadline	: 6/21/2019	Sales	: TXCEN
Delivery Term	: FOB Destination	Name	: Darrel R. Mize

ACCEPTED BY:
COMPANY NAME: _____

PROJECT REFERENCE: _____

SIGNED ON DATE: _____

SIGNED: _____

PRINTED NAME: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Smith Pump Company, Inc.
Waco, TX United States

Certificate Number:
2019-501922

Date Filed:
06/07/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Round Rock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

000000
Supply pumps

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Radtke, Jean	Austin, TX United States	X	
	Wilson, Elizabeth	Austin, TX United States	X	
	Smith, Glenda	Austin, TX United States	X	
	Smith, L. Granger	Waco, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Vivian Lea Swanson and my date of birth is 11/26/1980

My address is 10121 China Creek Dr. Waco TX 76708 USA
(street) (city) (state) (zip code) (country)

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

Executed in McLennan County, State of Texas, on the 2nd day of July, 2019.
(month) (year)

Vivian Lea Swanson

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider an ordinance amending Chapter 20, Section 20-1, Code of Ordinances (2018 Edition), regarding library equipment fees and amending "Appendix A: Fees, Rates and Charges" to Code of Ordinances (2018 Edition) by repealing library equipment fees. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Michelle Cervantes, Director

Cost:

Indexes:

Attachments: Ordinance - Redline

Department: Library Department

Text of Legislative File 2019-0322

This item amends Chapter 20, Section 20-1, Library cards and fees in the Code of Ordinances (2018 Edition). The amendment removes the outdated information and allows the City Manager to approve future changes for library fees and charges.

ORDINANCE NO. O-2019-0322

AN ORDINANCE AMENDING CHAPTER 20, SECTION 20-1, LIBRARY CARDS AND FEES, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING LIBRARY EQUIPMENT FEES; AMENDING APPENDIX A TO THE CODE OF ORDINANCES (2018 EDITION) REPEALING FEES, RATES AND CHARGES RELATED TO LIBRARY EQUIPMENT; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That Chapter 20, Section 20-1(f)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 20-1 - Library cards and fees.

(f) *Equipment and building use fees.*

(1) The library equipment fees shall be charged as currently established or as hereafter ~~adopted by resolution of the city council from time to time set by the library director subject to the approval of the city manager. The currently established fees and any changes to the fees approved by city manager shall be posted at the library.~~

II.

That "Appendix A: Fees Rates and Charges" to the Code of Ordinances (2018 Edition), City of Round Rock Texas, is amended by repealing library equipment fees as follows:

Section	Subject	Amount
CHAPTER 20 - LIBRARY		
20-1(f)(1)	Library equipment fees:	
	Public access computers (in-house use)	\$0.10 per page printed
	Flash Drive	\$8.00
	Photocopies (in-house use)	
	—Black and white copy	\$0.10 per page
	—Color copy	\$1.00 per page

30 **III.**

31 **A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are
32 expressly repealed.

33 **B.** The invalidity of any section or provision of this ordinance shall not
34 invalidate other sections or provisions thereof.

35 **C.** The City Council hereby finds and declares that written notice of the date,
36 hour, place and subject of the meeting at which this Ordinance was adopted was posted
37 and that such meeting was open to the public as required by law at all times during
38 which this Ordinance and the subject matter hereof were discussed, considered and
39 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas
40 Government Code, as amended.

41 Alternative 1.

42 By motion duly made, seconded and passed with an affirmative vote of all the
43 Council members present, the requirement for reading this ordinance on two separate
44 days was dispensed with.

45 **READ, PASSED, and ADOPTED** on first reading this ____ day of
46 _____, 2019.

47 Alternative 2.

48 **READ and APPROVED** on first reading this the ____ day of
49 _____, 2019.

50 **READ, APPROVED and ADOPTED** on second reading this the ____ day of
51 _____, 2019.

52
53
54
55

CRAIG MORGAN, Mayor
City of Round Rock, Texas

56 ATTEST:
57

58
59

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider three (3) appointments to the Planning and Zoning Commission.

Type: Appointment

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0607



City of Round Rock

Agenda Item Summary

Agenda Number: J.2

Title: Consider one (1) appointment to the Historic Preservation Commission.

Type: Appointment

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0608



City of Round Rock

Agenda Item Summary

Agenda Number: J.3

Title: Consider four (4) appointments to the Ethics Review Commission.

Type: Appointment

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0609



City of Round Rock

Agenda Item Summary

Agenda Number: J.4

Title: Consider the appointment of two (2) regular members and two (2) alternate members to the Zoning Board of Adjustment.

Type: Appointment

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0610



City of Round Rock

Agenda Item Summary

Agenda Number: J.5

Title: Consider three (3) appointments to the Building Standards Commission.

Type: Appointment

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-0611



City of Round Rock

Agenda Item Summary

Agenda Number: J.6

Title: Consider the confirmation of the City Manager's appointment of a member to the Civil Service Commission.

Type: Appointment

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: CM Appointment Letter

Department: City Clerk's Office

Text of Legislative File TMP-0631



Mayor
Craig Morgan

Mayor Pro-Tem
Writ Baese

Councilmembers
Tammy Young
Rene Flores
Matthew Baker
Will Peckham
Hilda Montgomery

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

August 2, 2019

Mayor Craig Morgan
Mayor Pro-Tem Writ Baese
Councilmember Tammy Young
Councilmember Rene Flores
Councilmember Matthew Baker
Councilmember Will Peckham
Councilmember Hilda Montgomery

Dear Mayor and Council:

In accordance with Section 143.006 of the Texas Local Government Code, I have re-appointed Jeff Seiler to a three-year term on the Civil Service Commission, which will expire August 2022.

Mr. Seiler meets the criteria of Section 143.006: good moral character, U.S. citizen, resident for more than 3 years, over 25 years old and has not held public office in the last 3 years.

Sincerely,

Laurie Hadley
City Manager



City of Round Rock

Agenda Item Summary

Agenda Number: L.1

Title: Executive Session as authorized by §551.071 Government Code, related to consultation with the City Attorney regarding newly adopted legislation.

Type: Executive Session

Governing Body: City Council

Agenda Date: 8/8/2019

Dept Director: Steve Sheets, City Attorney

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-0632