

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, NOVEMBER 15, 2016 AT 3:30 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
 - (2) Discussion on claims regarding the Hillside Sanitary Sewer
 - (3) Presentation and Discussion on Tire Haulers;
 - (4) Discussion on Local Government Corporation Board Members; and
 - (5) Consider future Agenda items and request reports from City Manager.
- B. City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters.
- (1) Sec. 551.071 - Consult with Attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter.
 - (2) Discuss goals and objectives regarding upcoming search for City Manager, candidate profile, recruitment planning and related matters.
 - (3) Sec.551.071 - Consult with Attorney about pending or contemplated litigation or settlement of same. Failed Wastewater Main Claims and Potential Litigation – Hillside Estates Project.

REGULAR MEETING ITEMS

INVOCATION: Bob Schroeder, Hillside Christian Church

PROCLAMATION: "Amarillo Cultural District Day"

1. **MINUTES:**
Approval of the City Council minutes of the regular meeting held on November 8, 2016.
2. **PUBLIC HEARING AND FIRST READING OF ORDINANCE NO. 7629 AMENDING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM:**
This is a public hearing and reading of an ordinance that amends the Ordinance defining the City's participation in the Texas Enterprise Zone Program, stating possible incentives, nominating BSA Hospital LLC as a qualified business and an enterprise project and designating a liaison for overseeing Enterprise Projects.
3. **PUBLIC HEARING AND FIRST READING OF ORDINANCE NO. 7630 AMENDING CHAPTER 8-2, AMARILLO MUNICIPAL CODE:**
This is a presentation of an ordinance amending Chapter 8-2, Amarillo Municipal Code, for the purpose of enacting a program for the management of Community Cats through a Trap-Neuter-Return program.

The Animal Management & Welfare Board has considered and approved this ordinance on Wednesday, May 4, 2016. Their action and recommendation will be provided to the City Council prior to consideration of this item.

4. **PRESENTATION AND CONSIDERATION OF LEGISLATIVE AGENDA:**

This is a presentation and discussion of the Council's 2017 Legislative Agenda.

5. **PRESENTATION AND CONSIDERATION OF AMARILLO'S HOMELESS OUTREACH PROVIDING ENCOURAGEMENT (HOPE) PILOT PROGRAM PLAN:**

The City working team will present for City Council consideration the pilot program plan for Amarillo's HOPE program. Amarillo's HOPE program will create an innovative, proactive approach to connect Amarillo's homeless population to our community's support services as part of our on-going commitment to move this population from crisis to stability and beyond.

6. **PRESENTATION AND CONSIDERATION OF RESOLUTION AUTHORIZING NEW ORGANIZATION STRUCTURE FOR THE CITY OF AMARILLO:**

This item proposes a new streamlined organization structure for the City of Amarillo.

7. **PRESENTATION AND DISCUSSION TO CONSIDER FAILED WASTEWATER MAIN CLAIMS AND LITIGATION ARISING FROM THE HILLSIDE ESTATES PROJECT, AND DIRECTING THE CITY MANAGER AND CITY ATTORNEY TO PURSUE ALL LEGAL REMEDIES TO PROTECT THE CITY'S INTERESTS RELATED THERETO AND AUTHORIZE OUTSIDE COUNSEL TO INITIATE AND PROSECUTE LITIGATION AGAINST ALL RESPONSIBLE PARTIES.**

8. **CONSENT AGENDA:**

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

A. **Award – Professional Services Agreement for Engineering Services for Project #430036.1130 Phase I Landfill Gas Collections and Control Systems:**

HDR Engineering, Inc. -- \$411,000.00

This agreement for engineering services is for the design of the Phase I Landfill Gas Collection and Control Systems.

B. **Award – Direct Read Water Meters:**

Award to HD Supply Waterworks \$335,253.00

Award to Zenner USA \$ 21,000.00

Total \$356,253.00

This award is to approve a contract for the purchase of Direct Read Water Meters.

C. **Award –Office Furniture Annual Contract:**

Award to Hon Office Products in care of OfficeWise in an estimated amount of \$500,000.00

Furniture Contract awarded on TCPN Blanket Purchase Agreement R142208.

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

D. **Approval -- Contract for Participation in City of Amarillo Rotation Log for Wrecker Services for Abandoned, Impounded, Junked and Disabled Vehicles:**

The Wrecker Services Contract provides for the City of Amarillo Police Department to contact the wrecker service operator to remove and impound abandoned, junked, and disabled vehicles. The purpose of the Agreement is to establish minimum acceptable standards and criteria which wrecker service operators will be required to meet in order to participate in the City's Rotation Log.. This agreement was previously reviewed and discussed by Council. At Council's direction, the Contract contains language requiring a heavy-duty certification for operators that conduct heavy duty towing operations.

- E. Approval – Supply Agreement for the Purchase of Fire Truck Parts:
Ferrara Fire Apparatus, Inc. -- \$70,000.00
This supply agreement will be for the proprietary parts for Ferrara-built fire trucks of all types.
- F. Acceptance – FY2017 State Energy Conservation Agreement – Interlocal Cooperation Act, Interlocal Contract #CMD 17-6218JM
This item is acceptance of the FY2017 State Energy Conservation Agreement – Interlocal Cooperation Act, Interlocal Contract #CMD 17-6218JM between the Texas Comptroller of Public Accounts, State Energy Conservation Office and the City of Amarillo in the amount of \$184,459.00.

PUBLIC FORUM

Comments from interested citizens on matters not on the Agenda pertaining to City policies, programs or services. *(This is the opportunity for visitors and guests to address the City Council on any issue. The City Council may not discuss any presented issue, nor may any action be taken on any issue at this time. Texas Attorney General Opinion JC-0169)*

MISCELLANEOUS

1. Boards and Commissions – appointments as listed on attached.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (Southeast 7th Avenue) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Posted this 11th day of November 2016.

<p>Amarillo City Council meetings stream live on Cable Channel 110 and are available online at: www.amarillo.gov/granicus Archived meetings are also available.</p>
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STATE OF TEXAS
 COUNTIES OF POTTER
 AND RANDALL
 CITY OF AMARILLO

On the 8th day of November 2016, the Amarillo City Council met at 3:30 p.m. for a work session, and the regular session was held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

PAUL HARPOLE	MAYOR
ELISHA DEMERSON	COUNCILMEMBER NO. 1
LISA BLAKE	COUNCILMEMBER NO. 2
RANDY BURKETT	COUNCILMEMBER NO. 3
MARK NAIR	COUNCILMEMBER NO. 4

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

TERRY CHILDERS	INTERIM CITY MANAGER
BOB COWELL	DEPUTY CITY MANAGER
MICK MCKAMIE	CITY ATTORNEY
BLAIR SNOW	MANAGEMENT ANALYST
FRANCES HIBBS	CITY SECRETARY

The invocation was given by James A. Tudman, Wayland Baptist Church. Mayor Harpole led the audience in the Pledge of Allegiance.

Proclamations were presented for "WRCA Rodeo" and "National Bible Week."

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

ITEM 1: Mayor Harpole presented the minutes for November 1, 2016. Motion was made by Councilmember Burkett to approve the minutes, seconded by Councilmember Blake, and unanimously carried to approve the minutes.

ITEM 2: Mayor Harpole presented the second and final reading of an ordinance creating the East Gateway Tax Increment Reinvestment Zone Number Two, City of Amarillo, Texas (the "Zone") under the provisions of Chapter 311 of the Texas Tax Code. Motion was made by Councilmember Blake, seconded by Councilmember Demerson, that the following captioned ordinance be passed on second and final reading:

ORDINANCE NO. 7627

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: DESIGNATING A CERTAIN CONTIGUOUS GEOGRAPHIC AREA IN THE CITY OF AMARILLO, TEXAS THE "EAST GATEWAY TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF AMARILLO, TEXAS;" CREATING A BOARD OF DIRECTORS FOR THE ZONE; PROVIDING EFFECTIVE AND TERMINATION DATES FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; AND CONTAINING OTHER MATTERS RELATED TO THE ZONE; PROVIDING A SEVERANCE CLAUSE; PROVIDING EFFECTIVE DATE.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson and Nair; voting NO were none; Councilmember Burkett abstained; the motion carried by a 4:0:1 vote of the Council.

ITEM 3: Mayor Harpole presented the second and final reading of an ordinance rezoning of a 43.32 acre tract of land in Section 3, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District (A) to Residential District 2 (R-2). (Vicinity: Bell Street and Attebury Drive.) Motion was made by Councilmember Burkett, seconded by Councilmember Demerson, that the following captioned ordinance be passed on

second and final reading:

ORDINANCE NO. 7628

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF BELL STREET AND ATTEBURY DRIVE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Harpole, Councilmembers Demerson, Blake, Burkett and Nair; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 4: Mayor Harpole presented a resolution opposing the legislative imposition to revenue caps and other legislative interference with local services. Mr. Childers stated this proposal would reduce the amount of property tax revenue received from growth, which would have resulted in four rollbacks the last 10-years. Texas Municipal League is encouraging all cities to oppose this legislative imposition because it has detrimental impacts to the services provided to the community. James Schenck, 6216 Gainsborough Street, stated property taxes have increased with increased property values over the last ten years. Councilmember Burkett inquired if he could change his vote on Item No. 2 to abstain. Mr. McKamie stated he could. Allen Finegold, 2601 North Grand Street, suggested the City join other cities and agree on a percentage and a new homestead exemption. Motion was made that the following captioned resolution be passed by Councilmember Nair, seconded by Councilmember Blake:

RESOLUTION NO. 11-08-16-1

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO, TEXAS: A LOCAL RESOLUTION IN OPPOSITION TO REVENUE CAPS AND LEGISLATIVE INTERFERENCE WITH LOCAL SERVICES; AN EFFECTIVE DATE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE.

Voting AYE were Mayor Harpole, Councilmembers Demerson, Blake, Burkett and Nair; Voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 5: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. There were none. Mr. Cowell presented an update on the two items for the Economic Development Master Plan and introduced the team, Tony DeLisi, Avalanche Consulting, Inc. and Steve Spillette. Mr. Childers stated this approach would explore opportunities. The consultants would address our strengths and barriers to make good decisions for the future. Mr. Cowell stated this data collection would evaluate market opportunities, investing efforts, which is data AEDC does not currently have. They would also pull together to define goals to move in the same direction. Brian Jennings, AEDC Senior VP, stated the last target study AEDC has done 13 years ago. This living document would capitalize on strengths, prioritize values and needs. Motion was made by Councilmember Nair to approve the consent agenda, seconded by Councilmember Demerson. Alan Abraham, 7205 Southwest 35th Avenue, stated his prior reservations about paying a consultant to produce a document to be put on a shelf. He also recommended that water conservation be involved. James Schenck, 6216 Gainsborough Street, stated Amarillo is rated 9th in the state for sales tax. Councilmember Nair replied this would be in collaboration with AEDC. Allen Finegold, 2601 North Grand Street, stated he was critic of AEDC but he favored the consultants.

A. Award – Agreement for Professional Engineering Services:

Award to J. Shehan Engineering, P.C. -- \$204,280.00

This agreement is for professional engineering services to include all meetings, coordination in the vicinity of the Woodlands development area, submittal review, and all items necessary to complete the design per the City of Amarillo requirements. The professional engineering services will also include expertise necessary for the preparation of bidding documents, in the form of plans and specifications for the evaluation, design and construction of the water and sewer system.

- B. Purchase – Fire Truck Pumper Style:
Award using HGAC Contract meeting specifications
Hall Buick GMC (Ferrara Fire Apparatus Dealer) -- \$510,147.00
This item is the scheduled replacement of Fire Truck #6227, a 2005 American LaFrance Pumper that has reached or exceeded useable life approved in the 2016-2017 budgets. This award will be used by the City of Amarillo Fire Department for daily operational requirements.
- C. Consideration and Approval of an Economic Development Project in Support of the Development an Economic Development Strategic Plan:
This item requests approval of an Economic Development project in support of the development of an Economic Development Strategic Plan. Specifically, the Amarillo Economic Development Corporation is requesting approval of expenditure of up to \$87,125 in support of the development of the plan. This represents one-half of the cost of professional services in the development of the plan as outlined in the agreement between the City of Amarillo, Amarillo Economic Development Corporation and Avalanche Consulting, Inc. and the related scope of services. This item will be presented at the November 8, 2016 Amarillo Economic Development Corporation Board of Directors meeting.
- D. Award of Professional Services Agreement for Consulting Services Associated with the Development of an Economic Development Strategic Plan:
Avalanche Consulting, Inc. -- \$174,250 (\$166,250 for services, plus \$8,000 for reimbursement expenses)
This item requests approval of an agreement for professional services with Avalanche Consulting, Inc. for the development of an Economic Development Strategic Plan. This plan will provide a comprehensive and strategic framework for the City, other economic development partners, and private business interests in the community to assist in the economic growth of the community. If approved the planning process will begin in December and is expected to conclude in June 2017 with major deliverables in early and mid-2017. The full scope of services is attached to and incorporated by reference the agreement. The cost of the services is being shared by the City and the Amarillo Economic Development Corporation.
- E. Approval – Change Order No. 1 – Job #521725: Arden Road 36” Transmission Pipeline & Pump Station Improvements:
- | | |
|-------------------------|-----------------|
| Original Contract: | \$13,879,793.32 |
| Current Change Order: | \$186,716.00 |
| Revised Contract Total: | \$14,066,509.32 |
- This item is to approve Change Order No. 1 to the contract with SJ Louis Construction of Texas, Ltd. for additional work.

Voting AYE were Mayor Harpole, Councilmembers Demerson, Blake, Burkett and Nair; voting NO were none; the motion carried by a 5:0 vote of the Council.

Mayor Harpole announced that this is the end of the regular agenda, but this time is reserved to hear from any citizen concerning matters pertaining to City policies, programs or services not on today's agenda. The public forum is set under the Open Meetings Act and that during the public forum the City Council can respond with a statement of fact, a statement of City policy or decide whether to place an item on a future agenda.

Virginia Williams-Trice, 1504 Bowie Street, inquired about low-barrier shelter for the homeless as pointed out by the Ad Hoc Committee and Continuum of Care Advisory Board. There were no further comments.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Paul Harpole, Mayor



Amarillo City Council Agenda Transmittal Memo



Meeting Date	November 15, 2016	Council Priority	Best Practices
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Department	City Manager's Office
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Agenda Caption

Public Hearing and Reading of Ordinance _____: A Public Hearing and Reading of an Ordinance defining the City's participation in the Texas Enterprise Zone Program, stating possible incentives, nominating BSA Hospital LLC as a qualified business and an enterprise project and designating a liaison for overseeing Enterprise Projects.

Agenda Item Summary

This item considers an Ordinance detailing the City's participation in the Texas Enterprise Zone Program. Specifically, the ordinance provides language consistent with the program at the State level and identifies several additional local economic incentives the City may be willing to consider for businesses located within an Enterprise Zone. The proposed changes do not obligate the City to support any specific proposed nominations nor do they commit the City to award of any economic incentives.

The requested action follows a Council workshop held November 8th.

Requested Action

Conduct the Public Hearing and Approve the Ordinance detailing the City's participation in the Texas Enterprise Program

Funding Summary

N/A

Community Engagement Summary

The proposal was the subject of a Council workshop conducted at their meeting on November 8th and will be the subject of a public hearing and two readings.

City Manager Recommendation

Recommend approval of the proposed Ordinance

ORDINANCE NO. 7629

AN ORDINANCE OF THE CITY OF AMARILLO AUTHORIZING THE CITY OF AMARILLO TO PARTICIPATE IN THE TEXAS ENTERPRISE ZONE PROGRAM UNDER THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE; STATING POSSIBLE INCENTIVES; NOMINATING BSA HOSPITAL, LLC TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT AND TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK FOR DESIGNATION AS A QUALIFIED BUSINESS AND AN ENTERPRISE PROJECT UNDER THE ACT; AND DESIGNATING A LIAISON FOR OVERSEEING ENTERPRISE PROJECTS AND COMMUNICATING WITH INTERESTED PARTIES.

WHEREAS, the City of Amarillo, Texas ("the City") desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the City and to provide employment to residents of those areas:

WHEREAS, the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, as amended, (the "Act") authorizes the designation of enterprise projects within an enterprise zone or, if the requirements of Section 2303.402 (a) (2) of the Act are met, within an area that does not qualify as an enterprise zone;

WHEREAS, under the 2003 amendments to the Act, the Act is now administered by the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Texas Economic Development Bank ("Bank"), and provides for refund of state sales and use tax for capital investment with job creation and/or employment retention efforts and programs of qualifying businesses, per Section 2303.504 of the Act:

WHEREAS, with proper notice to the public, a public hearing to consider this ordinance was held on Tuesday, November 15, 2016, during a meeting of the City Council, the Council Chambers, at City Hall, in Amarillo, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the City Council has determined that passage of this Ordinance would best serve public health, necessity, and convenience and the general welfare of the City and its citizens.

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

SECTION 1. As required by Section 2303.4051 (b) of the Act, the City's local incentives possible in each area within an enterprise zone and in each area not in an enterprise zone are identified and summarized briefly in the attached Exhibit A; and at least one of the local incentives is unique to the enterprise zone area. The City is in full compliance with the Act.

SECTION 2. The City finds that BSA Hopsital, LLC. ("BSA") is located in a state qualified Enterprise Zone (distressed county). The City further finds that BSA meets the criteria for designation as an enterprise project under the Act on the following grounds:

(a) BSA is a "qualified business" under Section 2303.402 of the Act because it is engaged in the active conduct of a trade or business at a qualified business site and at least thirty-five (35%) percent of its new employees in the Enterprise Zone will be residents of an enterprise zone in this state or economically disadvantaged individuals:

(b) The BSA project is qualified under Section 2303.404 of the Act because (1) it involves an expansion, renovation, or new construction (2) it will be completed within a predetermined period not to exceed five years: and (3) BSA maintains separate books and records for the Amarillo operations;

(c) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the jurisdiction of the City;

(d) The designation of BSA as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area in which the enterprise project will be located; and

(e) BSA qualifies for job retention benefits under Section 2303.406(a)(4)(D) because BSA has clearly demonstrated that the business is able to employ individuals in accordance with Section 2303.402.

SECTION 3. BSA qualifies as an Enterprise Project as defined in Section 2303.407(b)(4) of the Act because BSA will be making a capital investment in a project in excess of five million dollars (\$5,000,000). The City finds that it is in the best interest of the City to nominate BSA as an Enterprise Project under the Act, so that BSA may receive refund of state sales and use tax, per Section 2303.504 of the Act.

SECTION 4. Accordingly, the City hereby nominates BSA as an Enterprise Project under the Act. The City designates the City Manager or his designee as liaison to oversee enterprise projects nominated by the City and to perform the other duties described in Section 2303.204 of the Act. Further, the City Manager or his designee is authorized and directed to file an application requesting designation of BSA as an Enterprise Project with the Bank, and to execute all documents and agreements necessary to process the application, including that required by Section 2303.4052 of the Act.

SECTION 5. The City finds that BSA meets the criteria for tax relief and other incentives adopted by the City and that BSA will be located wholly within the qualified business site and will retain and create jobs and increase economic activity and stability. As required by Section 2303.4051(c)(2) of the Act, the City's local incentives, including tax incentives that at the election of the City Commission, may be made available to BSA, the nominated project, are identified and summarized briefly in the attached Exhibit.

SECTION 6. Upon approval of the Bank, the Enterprise Project will be named BSA Hospital, LLC ("Project").

SECTION 7. The Enterprise Project designation must be for a predetermined designation period approved by the Bank, with a beginning date and ending date for the Project; and the designation period for the Project may not exceed five (5) years from the date on which the designation is made, as required by Section 2303.404 of the Act. BSA and the City request that the Bank approve December 1, 2016, as the beginning date and December 1, 2021, as the ending date of the Project.

SECTION 8. The enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 15th day of November, 2016: and PASSED on Second and Final Reading the 22nd day of November 2016.

Paul Harpole, Mayor

ATTEST:

APPROVED AS TO FORM:

EXHIBIT A
Incentives that may be offered by the City of Amarillo

	Name of Incentive	Description of Incentive	Availability
1	Local sales and use tax refund	The City may refund the amount of tax paid under the Municipal Sales and Use Tax (Texas Tax Code, Chapter 321) by the business and remitted to the Comptroller of Public Accounts up to the maximum extent authorized by Sections 2303.505 and 2303.506 of the Act, and for a period determined by the City, but which shall not exceed (5) years.	Enterprise Zone Projects / Enterprise Zone areas on a Case-by-Case Basis
2	Tax abatement	The City may abate taxes on the increase in value of real property improvements and tangible personal property that locate in a designated enterprise zone.	City-wide
3	Low-interest loans	The City may offer low-interest loans to develop or revitalize the zone.	City-wide
4	Impact/Inspection fee exemptions or waivers	The City may waive or refund any and all applicable fees due or paid.	City-wide
5	Capital infrastructure improvements in water and sewer facilities	The City may provide infrastructure improvements for industries.	City-wide
6	Streamlined permitting	The City may allow permit applications and supporting materials to be tendered to one department for distribution to the appropriate city departments.	City-wide
7	Special Public Transportation Routes or Reduced Fares	The City may provide transportation programs that benefit the zone.	City-wide
8	Improved fire and police protection	Safety and protection of city residents.	City-wide
9	Community crime prevention programs	Neighborhood Watch Program	City-wide
10	Road repair	The City is responsible for maintaining and repairing all public streets and alleys inside city limits.	City-wide
11	Low-interest loans for housing rehabilitation or new construction	Encourage home ownership for city residents.	City-wide
12	Provision of publicly owned land for development purposes	Strategic sustenance and growth for the city.	City-wide
13	Job training and employment services	Offered in conjunction with Amarillo College.	City-wide
14	Retraining program	Offered in conjunction with Amarillo College.	City-wide
15	Literacy and employment skills program	Offered in conjunction with Amarillo College and public school districts.	City-wide
16	Vocational education	Offered in conjunction with Amarillo College and public school districts.	City-wide

17	Cash Grants	Offered by Amarillo Economic Development Corporation.nle	City-wide
18	Chapter 380 Property Tax Rebate	The City may provide all or a portion of annual property tax collections toward the reimbursement for infrastructure or other development obstacle.	City-wide
19	Freeport Exemption	The City offers a Freeport Exemption.	City-wide
20	Tax Increment Financing	The City may use Tax Increment Financing to finance public infrastructure improvements.	City-wide
21	Economic Development Sales Tax (4A) Contribution	The City has adopted an economic development sales tax which it may use to provide incentives or reimbursement for infrastructure or other development obstacle.	City-wide
22	Other Tax Deferrals, Tax Refunds or Tax Incentives	The City may provide tax incentives.	City-wide
23	Zoning Changes / Variances	The City may amend the zoning ordinances of the municipality to promote economic development.	City-wide
24	Building Code Exemptions	The City may provide regulatory relief to businesses, including exemptions from unnecessary building code requirements, impact fees, or inspection fees.	City-wide
25	Creation or Improvement of Parks	Maintain healthy lifestyle for City residents.	City-wide
26	Transfer Abandoned Housing to Individuals or Community Groups	The City may offer as an incentive a waiver against property abandonment cost or a consideration of land exchanges.	City-wide
27	Use of Surplus School Buildings for Incubators	Where applicable, the City may provide for the use of these facilities.	City-wide
28	One-Stop Permitting, Problem Resolution Center or Ombudsmen	The City may provide regulatory relief to businesses, including one-stop permitting.	City-wide
29	Promotion and Marketing Services	Offered by Amarillo Economic Development Corporation.	City-wide
30	Customized Job Training	Offered in conjunction with Amarillo College and public school districts.	City-wide

EXHIBIT B
Incentives that could be considered and offered by the City of Amarillo to
Nominated Texas Enterprise Zone Projects

Name of Incentive		Description of Incentive	Availability
1	Exhibit A	On a case-by-case basis.	Enterprise Zone / Where Applicable / City-wide



Amarillo City Council Agenda Transmittal Memo



Meeting Date	November 15, 2016	Council Priority	Community Appearance
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Department	Animal Management & Welfare
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Agenda Caption

This is a presentation of an ordinance amending Chapter 8-2, Amarillo Municipal Code, for the purpose of enacting a program for the management of Community Cats through a Trap-Neuter-Return program.

The Animal Management & Welfare Board has considered and approved this ordinance on Wednesday, May 4, 2016. Their action and recommendation will be provided to the City Council prior to consideration of this item.

Agenda Item Summary

The proposed ordinance changes would set forth guidelines for the managing of a Trap-Neuter-Return program within the City of Amarillo. These changes would establish working definitions, responsibilities of the Animal Management & Welfare Department and the Amarillo-Panhandle Humane Society, along with means to abate nuisances and a means for enforcement if necessary.

These proposed changes have received Community Engagement Support Letters from the Amarillo BI-CITY-COUNTY HEALTH DISTRICT BOARD and the Amarillo-Panhandle Humane Society Board of Directors.

Requested Action

To seek comments and guidance on recommended changes.
Public Hearing
First Reading

Funding Summary

N/A

Amarillo City Council Agenda Transmittal Memo



Community Engagement Summary

The ordinance changes would be a Level 4 Impact and have been presented to all appropriate boards and parties.

- Community Engagement:
 - Animal Management & Welfare Advisory Board – May 4, 2016 – Support
 - Amarillo-Panhandle Humane Society – June 20, 2016 – Support
 - Bi-County-City Health Board – July 18, 2016 - Support
 - Sent letter to all Veterinarian Clinics in the City Limits of Amarillo –August 2, 2016 – No Comments have been received from the mailing.
 - Community Meeting –
 - August 9, 2016 – East Branch Library, 2232 E. 27th Ave.
 - August 10, 2016 - Northwest Branch Library, 6100 W. 9th.
 - August 16, 2016 - Southwest Branch Library, 6801 W. 45th Ave.
 - August 17, 2016 - Downtown Library, 413 E. 4th Ave.
 - Community Survey – 796 Responses
 - Also refer to Community Engagement Summary Binder provided on October 18, 2016.

Staff Recommendation

Staff's recommendation is to take the proposed ordinance changes to a public hearing and conduct a first reading if the City Council desires.

ORDINANCE NO. 7630

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 8-2 FOR THE PURPOSE OF ENACTING A PROGRAM FOR THE MANAGEMENT OF COMMUNITY CATS THROUGH A TRAP-NEUTER-RETURN PROGRAM BY AMENDING ARTICLE I, SECTION 8-2-1 "DEFINITIONS" TO AMEND AND ADD DEFINITIONS; BY ADDING ARTICLE V "COMMUNITY CATS" TO DESCRIBE THE RESPONSIBILITIES OF OWNERS OF DOMESTICATED CATS, THE RESPONSIBILITIES OF THE AMARILLO-PANHANDLE HUMANE SOCIETY AND CARETAKERS, THE REMEDIES WHEN COMMUNITY CATS CAUSE A NUISANCE, PROVIDING FOR THE REMOVAL OF COMMUNITY CATS, AND DESCRIBING ENFORCEMENT MECHANISMS FOR THE PROVISIONS OF ARTICLE V; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, "Community Cats" currently exist in large numbers and roam free throughout the City of Amarillo with no effective means of controlling their population; and

WHEREAS, the City currently addresses nuisances caused by feral cats through trapping and humane euthanasia; and

WHEREAS, approximately _____ feral cats are humanely euthanized annually at the City's shelter; and

WHEREAS, the City endorses the potential for trap-neuter-return (TNR) policies as mechanism to stabilize and/or reduce existing feral cat populations and addresses potential disease concerns by establishing rules and regulations for feral cat sponsors like the Amarillo Panhandle Humane Society and caretakers to ensure feral cats are spayed/neutered and provided rabies vaccination; and

WHEREAS, an effective TNR program requires a clear delineation of the responsibilities of Community Cat Caretakers and the Amarillo Panhandle Humane Society as distinct from the responsibilities of the owners of domesticated cats; and

WHEREAS, the public health and welfare requires methods to ensure that feral cats are immunized against disease and safely neutered under the care of a veterinarian; and

WHEREAS, that it is in the public interest to protect the environmentally sensitive areas from damage due to feral cat colonies; and

WHEREAS, it is in the legitimate interest of the City of Amarillo to protect the health, safety, protection, and welfare of feral cats and residents by setting reasonable standards for the management of feral cats;

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

SECTION 1. The Amarillo Municipal Code, Chapter 8-2, Article I, Section 8-2-1 be and hereby is AMENDED to now read as follows:

Sec. 8-2-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal: Any live, nonhuman, vertebrate creature, be it domestic, wild, Livestock, reptile, or other.

At Large: Any Animal not restrained, including without limitation Domestic, Wild, and Livestock Animals as defined herein and Estrays as defined in state law.

Adoption Program: Transferring permanent custody of animal(s) to a private individual, 501(c)(3) non-profit animal rescue organization, or placing in temporary foster home pending transfer of permanent custody.

Animal Management & Welfare officer: (a) An employee of the City of Amarillo Animal Management & Welfare Department authorized to enforce all ordinances and state laws pertaining to the ownership, care, and management of Animals by exercising lawful authority to issue citations, notices of violation, and seizing Animals, and obtaining warrants or court orders pertaining to Animals; (b) any Texas peace officer acting to enforce this chapter or state laws pertaining to Animals.

Barnyard Fowl: Means and includes chickens, ducks, geese, peacocks, guineas, and turkeys.

Community Cat Colony: Means a group of Community Cats that live together in one territory and are managed by the Amarillo-Panhandle Humane Society.

Community Cat: Means, a feral cat or undomesticated cat that is not socialized for interaction with humans.

Community Cat Caretaker: Means any person other than an owner who provides, food, water, or shelter to, or otherwise cares for, a Community Cat.

Dangerous Animal: Any Animal shall be deemed dangerous upon the occurrence of any of the following events:

- (1) An unprovoked attack on a person, Domestic Animal or Livestock, causing serious bodily injury, by an Animal outside a secure enclosure in which the attacking Animal is kept;
- (2) An unprovoked act of aggression by an Animal outside a secure enclosure which causes a person to reasonably believe the Animal will attack and cause serious bodily injury to a human or to a Domestic Animal or Livestock;
- (3) Certification by a Doctor of Veterinary Medicine that an Animal poses a danger to human life, Animal life, or property based on a reasonable medical probability after observation.

Department: Means the department of Animal Management and Welfare for the City of Amarillo.

Domestic Animal: Those Animals which are naturally tame and gentle or which, by long association with man, have become thoroughly domesticated and are now reduced to such a state of subjection to his will that they no longer possess the disposition or inclination to escape. This definition specifically includes household pets, such as dogs and domesticated cats and pigeon, rabbit, other bird or fowl not regulated or defined elsewhere, and miniature Animals. Domestic Animals do not include Community Cats as defined herein.

Eartipped: means straight-line cutting of the tip of the left ear of a cat while the cat is anesthetized.

kennel: Any place where five (5) or more Animals, not wild, livestock, or stray, over the age of four (4) months, are raised, trained, boarded, harbored or kept. A farm, ranch, horse lot private or commercial, private stable, veterinary clinic, Animal hospital and an Animal pound as defined in the Zoning Ordinance are specifically excluded from this definition.

Livestock: Any species or family of bovine, ox, cattle, swine, pig, horse, equine, tapir, elephant, deer, or antelope; other grass or plant-eating single or cloven-hooved mammals, (whether indigenous to this state or not); any species or family of emu, ostrich or any other Animal (not listed in this ordinance as Domestic, Wild, or Barnyard Fowl) which may be raised for human consumption in the United States of America; and, any Animal designated or defined by state law as an Estray when straying or at large.

Microchip: A passive electronic device that is injected into an Animal by means of a hypodermic-type device. Each microchip must contain a unique and original number that is readable by an electronic scanning device for purposes of Animal identification. The microchip shall be supplied with a tag that must be attached to the Animal's collar to notify others of the presence of the microchip.

(a.) A Microchip implanted in a Community Cat that is part of a Trap, Neuter, and Return (TNR) Program will be registered to the Territory where the Community Cat lives; an owner's name will not be required for registration. Under this subsection, the purpose for micro-chipping is to track any and all medical procedures and vaccinations, and provide a location to return the Community Cat to in the event return is needed. A Community Cat that is part of a TNR Program is exempt from the requirement above requiring a Microchip tag be attached to the Animal's collar.

Miniature Animals: Those Animals, not wild or livestock, which when fully grown do not exceed eighteen (18) inches in height at shoulder level and weigh no more than ninety (90) pounds are considered to be miniature.

Neutered: Means any Animal, male or female rendered incapable of breeding or being bred.

Owner: (1) A person who owns, keeps, harbors, controls (physically or by verbal or hand commands), feeds, shelters or aids any Animal; or (2) A person who is the Owner's agent left in charge of an Animal; or (3) A person who states that he or she will be responsible for an Animal. If the Owner of an Animal is under the age of seventeen (17) years, then the head of the household of such person under age seventeen (17) is deemed to be an Owner and responsible for the Animal. There is a rebuttable presumption that any person who owns, keeps, harbors, controls, feeds, shelters or aids any Animal for three (3) consecutive days or more is an Owner for purposes of this Article.

(a.) Exception: A person is not an Owner of a Community Cat if that person is engaged in activities specifically related to an approved Trap, Neuter, and Return (TNR) Program.

Restrain: Any Animal shall be deemed to be restrained when it is:

- (1) Confined on the Premises of the Owner within a fenced enclosure, capable of confining the Animal;
- (2) Fastened, tethered, or picketed by a lead, rope, cable, strap, or other non-chain material so as to keep the Animal on the Premises of the owner and at least three (3) feet from the edge of any public street, alley, or sidewalk, as measured from the interior edge of the street, alley, or sidewalk, as applicable, being opposite from the curbside of the sidewalk, to the end of the lead, rope, or tether;
- (3) Under the control of a person by a leash;
- (4) Within a vehicle being driven or parked; or
- (5) On the premises of the Owner or keeper and is obedient to and under control of oral command.

Serious bodily injury: Means an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person or Animal Owner to seek treatment from a medical professional or veterinarian and would require hospitalization or clinic treatment without regard to whether the person actually sought medical treatment or veterinarian services.

Society: Means the Amarillo-Panhandle Humane Society

Sterilized: See, *Neutered.*

Territory: Means a zip code within the City of Amarillo.

Trap, Neuter, and Return (TNR) Program: Means a program approved by the Director or designee of the Amarillo-Panhandle Humane Society which Community Cats are captured, evaluated, vaccinated for Rabies, neutered, micro-chipped, ear tipped, and returned to the trap location in order to encourage the stabilization of the free-roaming cat population in the city.

Wild Animal: Those Animals of a wild nature or disposition so as to require to be reclaimed and made tame by art, industry or education, or else must be kept in confinement to be brought within the immediate control of the Owner. Without limiting the general definition just stated, this term specifically includes venomous reptiles, a wolf hybrid, or any non-Domestic Animal whose normal body weight at maturity is typically fifteen (15) pounds or more.

SECTION 2. The Amarillo Municipal Code, Chapter 8-2, Article I, Section 8-2-5 be and hereby is amended to now read as follows:

Sec. 8-2-5. - Nuisance Animals.

- (a) It shall be unlawful for any person to own or maintain an Animal in such a manner as to constitute a public nuisance. The following acts shall constitute a public nuisance:
- (1) Failure to restrain an Animal, ~~except and unless the Animal is under control and obedience to oral command while in the course of:~~ A. duties or training as a working or service Animal; training for obedience trials; field trials, agility, dog shows, tracking work, or search and rescue work or training; or, B. performing in an organized exhibition or training event that is held in a public venue or business; or, C. in a designated "leash-free" area of a park;
 - (2) Damage to property caused by an Animal against the wishes of the owner of the property.
 - (3) Maintaining a Domestic Animal or Livestock in an unsanitary environment which shall include but not be limited to the failure to remove urine and feces daily from the confinement area to minimize the breeding of flies and rodents (Ord. No. 5929, § 2, 10-15-91);
 - (4) Permitting an Animal to bark, whine, howl, crow, cackle or make any other noise which causes annoyance or interference with the reasonable use and enjoyment of a Premises;
 - (5) Herding of Animals along or upon any Public Right-of-way, except by any officer, agent or employee of the federal, state or local government or agency thereof, if such herding is done in the performance of his official duties;
 - (6) The maintenance of a Kennel in violation of Chapter 4-10.
 - (7) Maintaining a Dangerous Animal within the city limits in violation of the requirements stated in Section 8-2-10(a).
- (b) It shall be a nuisance and unlawful for any person to keep swine within the limits of the City, except for the keeping of swine under direct supervision by and upon the premises of public and private schools, fairs, or livestock shows and with the exception of Miniature pigs, in which case no more than two (2) Miniature pigs (no litters) may be kept as pets in any one (1) household. Miniature pigs shall be spayed or neutered on or before the age of three (3)

months. No adult male Miniature pig may be kept under this provision unless his tusks have been surgically removed.

- (c) All Domestic Animals authorized to be kept shall be confined to the Premises of the Owner or custodian of such Domestic Animal, and it shall be unlawful for any person to allow such Domestic Animal to run or fly at large, or go upon the Premises of another person, or to allow any shelter or cage for any Animal to be located in violation of applicable Building Setback Lines, as set forth in the Zoning Ordinance. No Domestic Animal, other than a dog or cat, shall be kept within a Front Yard in a one-family or two-family Dwelling District as these terms are defined in the Zoning Ordinance.
- (d) It shall be a nuisance and unlawful for the Owner or custodian of any Animal which has been killed or died, and which is not intended as food for human consumption, to permit or suffer any such dead Animal to remain upon any Premises.
- (e) It shall be a nuisance and unlawful to keep any Livestock within the City limits unless such Animal is kept in a horse lot (private or commercial), or other use as authorized in the Zoning Ordinance. For purposes of this subsection, the term "livestock" shall include horses, donkeys, mules, goats, sheep and other Animals of the ox kind or bovine species.
- (f) It shall be unlawful to keep Barnyard Fowl within the City limits, except: at a location zoned for Industrial, Agricultural, or Heavy Commercial use; or, up to four (4) Barnyard Fowl per quarter-acre may be kept at a location otherwise zoned provided that the location is not less than one-quarter acre in size.

Sec. 8-2-9. - Vaccination tag.

Upon complying with the vaccination provisions of this chapter, there shall be issued to the Owner a numbered metallic tag stamped with the number and expiration year. Dogs and cats shall at all times wear the rabies vaccination tag issued to that Animal. The Owner or person in possession of a Miniature pig may not keep such Animal within the City of Amarillo without being able to provide proof of vaccination required by this chapter. A Community Cat that is part of a TNR Program is exempt from the requirement above requiring a rabies vaccination tag to be attached to the Animal's collar.

Sec. 8-2-15. - Temporary custodian; transfer of ownership.

- (a) Temporary custodian. The City of Amarillo is hereby deemed to be the temporary custodian of every animal immediately upon such animal coming into the possession, care, custody, or control of the Animal Management & Welfare Department, for purposes of providing the animal medical treatment (therapeutic or prophylactic), immunizations, feeding, and general care of such animal as the City deems necessary or prudent in its sole discretion.
- (b) Transfer of ownership. After the expiration of three (3) days of an animal being in the possession, care, custody, or control of an animal without being reclaimed or redeemed by the owner thereof, such animal is deemed to become and be the personal property of the City of Amarillo, upon satisfying any notice or other prerequisites prescribed by this chapter or other applicable law.
- (c) Community Cats will be exempt from the three (3) day impoundment requirement, and custody may be immediately transferred from the Department to the Society for placement in a Community Cat Colony.

SECTION 3. The Amarillo Municipal Code, Chapter 8-2, Article IV, is amended to read as follows:

Sec. 8-2-71. - Administration; report by veterinarian.

[NO TEXT CHANGE]

Section 8-2-72. - Report of bite cases.

[NO TEXT CHANGE]

Section 8-2-73. - Quarantine regulations; pathological examination.

[NO TEXT CHANGE]

Section 8-2-74. - City-wide quarantine.

[NO TEXT CHANGE]

Section 8-2-75. – Nonauthorized killing of suspected animals; surrender to City.

[NO TEXT CHANGE]

Sec. 8-2-76 – 8-2-79. - Reserved.

SECTION 4. The Amarillo Municipal Code, Chapter 8-2, adding Article V to now read as follows:

ARTICLE V. – COMMUNITY CATS

Sec. 8-2-80. – Responsibilities of owners of domesticated cats.

(a) Owners of domesticated cats shall provide appropriate and adequate food, water and shelter for their cats.

(b) The owner of a domesticated cat shall exercise reasonable care to guard against the cat creating a nuisance.

(c) An owner shall not abandon a domesticated cat.

Sec. 8-2-81. – Community Cat Colonies.

(a) Community Cat Colonies may be permitted subject to this Chapter and only Community Cat Colony Caretakers may maintain and care for Community Cats by providing food, water, shelter and other forms of sustenance if necessary. In addition Community Cat Colonies must be registered with a Department and the Community Cat Colony Caretaker must take all appropriate and available steps to meet the terms and conditions of this Article. Nothing in this Article grants or implies a right to trespass, use, or access private property without the consent of the property owner. Because Community Cats are unowned, nothing in this Article conveys or implies any ownership interest in a Community Cat to any individual or entity or the City.

(b) It shall be the duty of the Amarillo-Panhandle Humane Society to:

1. Review and, in its discretion, approve of Community Cat Colony Caretakers.

2. Help to resolve any complaints over the conduct of a Community Cat Colony Caretaker or of cats within a colony.

3. Maintain records provided by Community Cat Colony Caretakers on the size and location of the colonies as well as the vaccination, and neutered records of cats in the Society's colonies.

4. Provide, at a minimum, written educational training for all Caretakers addressing uniform standards and procedures for colony maintenance.

5. Provide the Department with access to records for review and/or confirmation of the following:

(i) number and location of colonies in the City;

(ii) total number of cats in each of its colonies;

(iii) number of cats from its colonies vaccinated, and spayed and neutered pursuant to the TNR program and number of cats and kittens from its colonies placed in permanent homes.

6. Prevent Community Cat Colonies from being maintained on any environmentally sensitive areas or lands managed for wildlife or other natural resources, such as but not limited to, nature preserves and other environmentally sensitive habitats.

7. Provide any forms or other documentation necessary to allow Community Cat Colony Caretakers to receive any public or private subsidies, medical care or other forms of assistance for their Community Cat Colonies which may be available to them;

8. Provide to the Department access to records pertaining to the location, by address, of Community Cat Colonies where Community Cat Colony Caretakers have regularly failed to comply with this Ordinance or where the Amarillo Humane Society has been unable to resolve a nuisance behavior situation.

(c) Community Cat Colony Caretaker Responsibilities. In order to be an approved managed Community Cat Colony Caretaker, said Caretakers shall be responsible for the following:

1. Registering the colony with the Society.

2. Should a Community Cat come back into custody then the Community Cat's rabies vaccination status shall be checked and brought up-to-date if necessary.

3. Take appropriate and reasonable steps to have the colony population neutered by a licensed veterinarian.

4. Eartipping the ear of a colony cat that has been vaccinated and neutered so that colony cats can be readily identified.

5. Providing the Society descriptions of each cat in the colony and copies of documents demonstrating that the cats have been vaccinated, and neutered.

6. Providing food, water and, if feasible, shelter for colony cats, if necessary

7. Obtaining proper medical attention for any colony cat that has a debilitating injury or illness.

8. Observing the colony cats at least twice per week and keeping a record of any illness or unusual behavior noticed in any colony cat.

9. Obtaining approval of the owner of any property, or any authorized representative of the owner, to which the Community Cat Colony Caretaker requires access to provide colony care.

10. Taking all reasonable steps to (1) remove kittens from the colony after they have been weaned, (2) place the kittens in homes or foster homes for the purpose of subsequent permanent placement, and (3) capture and spay the mother cat.

11. Taking appropriate measures to comply with the nuisance section of the Chapter and assisting with elimination of nuisances when declared by the Department.

(d) Withdrawal of Community Cat Colony Caretaker. In the event that a Community Cat Colony Caretaker is unable or unwilling to continue in that role, he or she shall notify the Society. In the event the Society is unable or unwilling to continue to perform its role, it shall so advise the Department.

(e) Removal of Community Cat Colony cats.

1. The Department may develop policies and procedures for trapping and disposition of Community Cats for the purpose of eliminating a potential public health or public safety threat, a nuisance, or for the welfare of the animal.

2. The Department, when in possession of a cat whose ear has been tipped indicating that it belongs to a Community Cat Colony, shall take reasonable steps to notify the Society of the description and sex of the cat, and if available, the address or location where the cat was trapped. The Society shall the take all appropriate and available steps to identify the Community Cat Colony Caretaker of this cat

3. If the Community Cat Colony Caretaker is not able to immediately take custody of the cat, the Officer shall transport the cat to the City's animal shelter. The Community Cat Colony Caretaker shall be responsible for retrieving the cat

from the shelter within three (3) business days or advising the shelter if he or she does not intend to retrieve the cat.

Sec. 8-2-82. - Nuisance.

(a) A Community Cat causing a nuisance for the first time may be impounded and returned to the Society or Caretaker to implement TNR program requirements.

(b) A Community Cat causing a nuisance may be impounded and handled consistent with the protocol for a domestic cat which is creating a nuisance or returned to the Society or Caretaker for identification of alternative solutions. The Community Cat shall not be returned to the location from which it was four times removed as a nuisance.

(c) A property owner may take measures to abate a nuisance caused by a Community Cat on the owner's private property in a manner that does not harm the Community Cat or animal.

Sec. 8-2-83. - Enforcement.

(a) The Department, in order to enforce the terms of this ordinance, shall have the right to manage the City's Community Cat program, which shall be exercised at its reasonable discretion including but not limited to:

1. The right to revoke the registration or approval for any entity or individual to serve as a sponsor or Caretaker.

2. The right to remove or to direct the Society to remove a Community Cat that is creating a nuisance if the Society has failed to adequately resolve a nuisance within 30 days after being given written notice thereof. Failure of the Society to remove the cat shall constitute grounds for the Department to remove the cat.

(b) The City shall investigate any nuisance complaint allegedly caused by a Community Cat.

1. In the event that a Community Cat or Community Cat Colony has created a nuisance, the Society shall be notified in writing of the nuisance.

2. The Society shall have the right to review the matter with the Director or designee of the Department. If the Society is not able to satisfy the Director or designee that a nuisance is not occurring, the Society shall have 30 days to comply with the Director's or designee's direction with respect to correcting the nuisance. If the Society fails to correct the nuisance, the Department shall have the right to remove the cat.

(c) If a Society fails to perform its responsibilities as defined in this Ordinance, the Department may notify the Society that it must comply with the requirements of this Ordinance within 30 days. If the Society fails to do so, the Department may discontinue the TNR Program with the City Manager's approval or may reassign the Community Cat Colonies from this Society to another sponsor or approved entity with the City Manager's approval.

(d) If a Community Cat Colony Caretaker regularly fails to comply with this Ordinance, the Society may notify the Community Cat Colony Caretaker that he or she has 30 days to make all reasonable efforts to fulfill the responsibilities specified in this Ordinance. If the Community Cat Colony Caretaker fails to comply within that time period, the Society may identify and obtain replacement Community Cat Colony Caretakers for the Community Cat Colonies of the non-compliant Community Cat Colony Caretaker. If no other Community Cat Colony Caretaker can be found within 30 days, the Society shall notify the Department, and the Department may humanely remove all, or parts of, the Community Cat Colonies.

SECTION 14. Repealer. All ordinances, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 15. Continuation. That nothing in this ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by this ordinance and such prior law is continued in effect for purposes of such pending matter.

SECTION 16. Penalty. A violation of this ordinance is an offense punishable in accordance with Section 1-1-5 of this code of ordinances.

SECTION 17. Publishing and Effective Date. This ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the _____ day of _____, 2016; and PASSED on Second and Final Reading the _____ day of _____, 2016.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



Amarillo City Council Agenda Transmittal Memo



Meeting Date	11/15/2016	Council Priority	Best Practices
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Department	City Manager
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Agenda Caption

This is a presentation and consideration of the 2017 Legislative Agenda.

Agenda Item Summary

The 85th Texas Legislature will convene in January and is expected to consider legislation on a wide-range of issues with a direct impact on municipal government in general. The 2017 Legislative Agenda defines the City's position on key issues and will serve as a guide for City staff, City Council, consultants and the City's representatives in the legislature. The City will also coordinate its efforts to support or oppose legislation with cities and entities with similar goals.

Requested Action

Adoption of the 2017 Legislative Agenda.

Funding Summary

NA

Community Engagement Summary

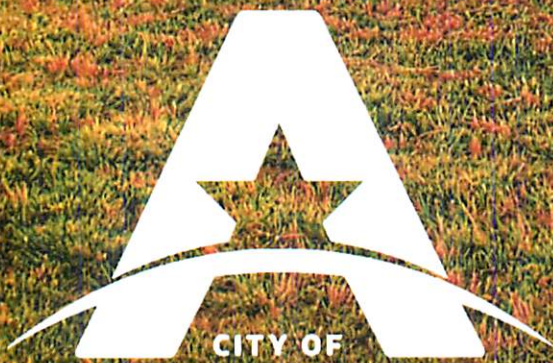
Presentation and discussion during Work Session November 8, 2016

Staff Recommendation

Approval

2017 LEGISLATIVE AGENDA

85TH TEXAS LEGISLATIVE SESSION



CITY OF
AMARILLO®
OPEN SPACES ★ ENDLESS OPPORTUNITIES

"Kansas Summer Wheat and Storm Panorama"
(CC BY 2.0) by JamesWatkins

OVERVIEW OF 2017 LEGISLATION AGENDA

✓ The City will support legislation that:

- Maintains municipal authority
- Eliminates or reduces the impact of unfunded mandates
- Preserves local control over municipal revenue sources
- Improves public safety
- Allocates 2% sales tax of remote (online) purchases to the City

✗ The City will oppose legislation that:

- Limits the ability of cities to issue debt
- Creates revenue caps for local governments
- Limits economic development tools for local government
- Erodes municipal authority
- Imposes unfunded mandates

The 85th Texas Legislature will convene in January and is expected to consider legislation on a wide-range of issues with a direct impact on municipal government in general. The City of Amarillo seeks to preserve its current authority to govern the city, its citizens and its property.

AMARILLO CITY COUNCIL

FROM LEFT: RANDY BURKETT, PLACE 3; PAUL HARPOLE, MAYOR; LISA BLAKE, PLACE 2; MARK NAIR, PLACE 4, ELISHA DEMERSON, PLACE 1



SIGNIFICANT LEGISLATIVE ISSUES FACING AMARILLO

APPRAISAL AND REVENUE CAPS

Historically, bills have been introduced to cap the amount of property tax revenue cities can collect each year in an effort to reduce the property tax burden on homeowners and businesses. Currently, if a Texas city increases property tax collections by more than eight percent over the previous year, voters can petition for an election to rollback the increase. Bills have been introduced to replace that eight percent rollback rate with a hard cap of four percent and require mandatory elections on an increase over four percent. The property tax savings created are low for homeowners, but would greatly limit the City's ability to provide necessary services.

The City will oppose legislation that reduces the current revenue cap for municipalities.



SALES TAX

Currently the State of Texas collects sales tax for remote, or online, sales. The state does not collect or allocate the local sales tax amount to municipalities.

The City will support legislation that requires the collection and allocation of local sales tax for online sales.

ANNEXATION

It is likely that there will be many bills filed during the next session seeking to limit local authority to annex. An example of such legislation is a bill that would require strict voter approval of an annexation of an area with more than 200 residents. Under such a bill, other annexations require a vote if triggered by a petition. Home rule cities that annex property unilaterally would be required to hold a vote on annexations. This restricts the development authority of cities.

The City will oppose legislation that would limit municipal authority to annex.

CHANGING UNIFORM ELECTION DATES

Election law changes could eliminate the ability of cities to hold an election in May, instead requiring all elections to be held in November. The reason for this is that federal law is forcing the state primary elections later into April or May, making it difficult or impossible for cities to get access to election machines that are tied up with the primary election occurring before and after the original May date for municipal votes, the second Saturday in May.



The City will oppose legislation that would eliminate any of the current uniform election dates. Additionally, the City will support legislation that would extend the deadline for cities to change the date of their general elections to another uniform election date.

OPEN MEETINGS

Under the Texas Open Meetings Act, the general rule is that every regular, special, or called meeting of a governmental body, including a city council and most boards and commissions (depending on membership and authority), must be open to the public and comply with all the requirements of the Act. The Act does not apply to purely social gatherings or conventions and workshops, as long as any discussion of city business is incidental to the purpose of the gathering.

The City supports the Open Meetings Act, and will support any changes to the Act that do not increase the burden on the City to comply. The City will also support legislation to exempt candidate forums from the Act.



MUNICIPAL AUTHORITY

The State Legislature has attempted to erode the authority granted to municipalities. Property tax caps, preemption legislation, or any other limit on municipal authority undermines the fact that local officials know best how to govern their cities. Put another way, a legislator from the Gulf Coast likely does not know what is best for a city in the Panhandle.

The City will oppose legislation that limits or eliminates municipal authority to govern.

UNFUNDED MANDATES

Traditionally, the State Legislature has proposed regulations that direct cities to undertake specified governmental action; however, they do not provide funding to carry out the mandate. Some mandates by the State impose costs and a one-size-fits-all standard that treats vastly different cities all the same. Areas where mandates are imposed include transportation, emergency management, public safety and records management.

The City will oppose State mandates that are either unfunded or under-funded. Additionally, the City will support any legislation that requires the State to cite the effect on cities in dollar amounts, cite the statutory provisions affected and include costs which may be absorbed without additional money, and include assumptions used in determining cost estimates and specify long-range implications for all unfunded mandates.



TMRS FLEXIBLE COST OF LIVING ADJUSTMENTS
Provisions of the Texas Government Code provide for cost of living adjustments (COLAs) to annuities paid to Texas Municipal Retirement

System (TMRS) retirees. Under current law, a COLA is calculated based on the level of the Consumer Price Index and is retroactive in nature. The TMRS system currently allows two COLA options for cities: repeating or ad hoc. The ad hoc option, which allows cities to decide annually whether or not to grant a COLA, is still retroactive to the date of retirement.

In short, the current TMRS options do not allow for City Council to consider a true ad hoc adjustment.

The City will support legislation that would create COLA options that are not retroactive to a retiree's date of retirement. The city will support bills that provide TMRS member cities the option of calculating the amount of the annual COLA as an increase in the current benefit only.



ECONOMIC DEVELOPMENT

Fostering a diverse, thriving economy is critical to the future of the City of Amarillo and to the State. The City works to encourage and nurture small business, advance commerce, and create jobs. As Amarillo seeks to grow and develop its economic base, it is

important to identify economic development incentives.

The City will support legislation that promotes economic development opportunities through the expansion of state economic development funds. The City will oppose any attempt to restrict the use of economic development tools such as tax increment reinvestment zones.

TRANSPORTATION

Local governments own and operate 78 percent of the nation's road miles, 43 percent of all federal-aid highway miles, half of all bridges, and a majority of

transit systems. Local governments need more direct transportation funding to maintain and improve those systems, on which their residents and economies depend.

The City will support any effort to increase transportation funding to municipalities. The City will also support any requirement that the State allow areas with smaller populations to submit projects for funding.



CELL PHONE/TEXTING WHILE DRIVING BANS

In 2009 a bill was passed that makes it a state offense to use a wireless communication device while operating a motor vehicle within a school crossing zone, unless the vehicle is stopped or the device is being used in a hands-free mode. In 2013, the City of Amarillo banned all use of cell phones while driving within the City limits. During the last session several bills were filed to regulate the use of cell phones while driving state-wide.



The City will support a statewide ban on texting while driving, so long as a city may impose more stringent requirements related to cell phone use.

RED LIGHT TRAFFIC CAMERAS

A study by the Insurance Institute for Highway Safety shows that red light cameras save lives. The study examined U.S. cities with populations over 200,000, comparing those with red light camera programs to those without. The research revealed that, in the 14 large U.S. cities that had cameras during 2004-2008, the combined per capita rate of fatal red light crashes fell 35 percent, compared with 1992-1996. Even with mounting evidence of the benefits of red light programs, several bills have been filed to eliminate the cameras.

The City will oppose legislation that would repeal or limit red light camera authority.

REFUGEE RESETTLEMENT

Although the State has announced that it is withdrawing from the federal Refugee Resettlement Program, refugees will continue to relocate here. Historically, refugees are screened, cleared, and then placed with a resettlement organization where local nonprofits contract with the State to use federal dollars. In response to Texas withdrawing from the program, the federal government has said they will distribute money for resettlement directly to nonprofit groups in the State. While the State and federal governments negotiate the resettlement plans for 2017, cities must consider budgetary impacts.

Amarillo has received, welcomed and supported refugees since the 1970's. From 2007 to present, the City has received and resettled over 4,500 refugees. While refugees are welcome in Amarillo, federal funding must ensure that there is not a strain on community resources. The City will support any legislation that requires resettlement agencies to consult directly with municipalities and school districts in order to properly prepare for any challenges. Amarillo will also support any State effort to secure funding for public safety, public health, and education for refugees so that they can be more easily integrated into public schools.

ADDITIONAL ISSUES

As the 85th Legislative Session gets underway, it is likely that additional issues will arise. Staff will coordinate with legislative consultants to monitor bills throughout the session and will keep Council informed. Examples of some of the additional items staff will be monitoring are listed below.

CITY MANAGER

- Ethics Reform - A bill that requires most contracts with Texas government entities to carry a certificate of 'interested parties.'
- City utility rate increase process/involvement of the Public Utility Commission
- Payday lenders

CIVIC CENTER AND CONVENTION & VISITOR COUNCIL

- Event Trust is on the potential chopping block
- Bills attempting to change the school start date

FINANCE

- Sunset Commission's recommendation to move ratemaking from the Railroad Commission to the Public Utility Commission
- Local Provider Participation Fund Legislation

UTILITIES

- Public Health Service Fee for Public Water Systems
- Environmental Protection Agency is proposing changes to the Risk Management Program for local facilities
- Amendments to Lead & Copper Rule

ANIMAL MANAGEMENT & WELFARE

- Ability of shelter veterinarians to provide care for impounded animals

PUBLIC HEALTH

- Medicaid expansion
- Extension of the 1115 Medicaid Waiver (DSRIP projects)
- Zika funding being taken from Public Health Emergency Preparedness funding
- Statewide indoor tobacco ban
- Health education in schools



5

Amarillo City Council Agenda Transmittal Memo



Meeting Date	November 15, 2016	Council Priority	Community Appearance, Best Practices
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Department	City Manager
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Agenda Caption

Presentation and Consideration of Amarillo's Homeless Outreach Providing Encouragement (HOPE) Pilot Program Plan.

The City working team will present for City Council consideration the pilot program plan for Amarillo's HOPE program. Amarillo's HOPE program will create an innovative, proactive approach to connect Amarillo's homeless population to our community's support services as part of our on-going commitment to move this population from crisis to stability and beyond.

Agenda Item Summary

A working team has been tasked to explore and develop an implementation plan for a program similar to Albuquerque's "There's a Better Way Program". The working team will present the pilot program plan for Amarillo's HOPE program. Based on a similar approach used in Albuquerque, the City of Amarillo will partner with a local support services organization to conduct a temporary work program that focuses on providing pro-active outreach of our community's support services to Amarillo's homeless population.

Requested Action

Please place this agenda item on the November 15, 2016 City Council Agenda for presentation and consideration of Amarillo's HOPE Pilot Program Plan.

Funding Summary

Funding for Amarillo's HOPE Pilot Program is set at \$50,000 for a six month period (March 2017 through September 2017). City funding will come from Job 410629, Hurricane Contingency.

Community Engagement Summary

Amarillo's HOPE Pilot Program represents a high impact program for a selected segment of the community. City staff has participated in media stories and engaged potential partner agencies by presenting program information at the Continuum of Care meeting on Friday, November 11, 2016. On-going engagement of partner agencies and the public will continue through the duration of the pilot program.

Staff Recommendation

It is recommended that City Council approve Amarillo's HOPE Pilot Program Plan.



Amarillo's Homeless Outreach Providing Encouragement (HOPE) PILOT PROGRAM PLAN

Program Goal:

Create an innovative, proactive approach to connect Amarillo's homeless population to our community's support services as part of our on-going commitment to move this population from crisis to stability and beyond.

Background:

In September 2015, the City of Albuquerque initiated a program called "There's A Better Way" to provide work opportunities in an effort to stem panhandling in the community. The program is based on a partnership between the City of Albuquerque and St. Martin's Hospitality Center to provide temporary work cleaning-up areas around the city while connecting those in need to community support services. A similar approach offers the opportunity to improve outreach to the homeless population and enhance the connection to social services available in Amarillo.

Partnership Selection:

Based on a similar approach used in Albuquerque, the City of Amarillo will partner with a local support services organization to conduct a temporary work program that focuses on providing pro-active outreach of our community's support services to Amarillo's homeless population.

- **Application:** The City of Amarillo is requesting interested non-profit or faith-based organizations to complete the attached application form to create a partnership with the City in facilitating the pilot program.
- **Application Due Date:** The City of Amarillo is requesting applications are electronically submitted no later than 4:00 p.m. on Thursday, January 19, 2017 to hope@amarillo.gov.
- **Selection Process:** The City of Amarillo will convene the Community Development Advisory Committee to evaluate applications and develop a recommendation of a partnership for City consideration. The recommendation along with a memorandum of understanding will be presented to City Council for consideration and approval to initiate the pilot program.
- **Program Administration:** A memorandum of understanding will be developed between the City of Amarillo and the selected partnering entity outlining the terms, conditions, scope of work, and budget related to the pilot program.

Pilot Program Scope:

The pilot program is based on providing proactive outreach of locally available support services to the homeless population in Amarillo by engaging them in temporary work activities. At least two days a week, a program coordinator will recruit persons from the homeless community in Amarillo to work for approximately 6 hours cleaning up a pre-identified area of Amarillo. During the work period, the participant will receive a meal and will interact with social workers to complete a coordinated assessment, identifying the participant's needs. Social workers will coordinate with community support service agencies and groups to connect the participant with local support services.

The City of Amarillo will fund the pilot program while exploring options to provide for the long-term sustainment of the program. The initial time frame for the pilot program is March 2017 through September 2017. The program will be continually evaluated by City staff and the partnering entity to recommend adjustments in an effort to maximize the benefit of the program.

- **City of Amarillo Support:** The City will serve as the program sponsor, providing up to \$50,000 in funding for the pilot program. The City will assign a program administrator to oversee the program and coordinate City services in support of the program. City Solid Waste will identify work locations and facilitate debris and trash pick-up from work sites. The City will donate a 2005 Ford E150 Window Van (asset #6579) for use in the program.
- **Partnering Entity:** The partnering entity will facilitate the work program, providing for the operation and administration of the program services. The partnering entity will coordinate and staff the work program with staff trained in case management, preferably with the homeless population and familiar with community partnerships and resources as the driver and outreach coordinator. The entity will be responsible for...
 - Engaging persons in need of support services from the homeless community in work opportunities;
 - Transport participants to and from work sites;
 - Provide participants with work tools and safety equipment for clean-up activities;
 - Provide participants with a meal, snacks, and water during the work period;
 - Ensure completion of the coordinated assessment and facilitation of engagement with appropriate local support services;
 - Pay the participants a stipend (an amount pre-determined by the City) for hours worked;
 - Assist in connecting the participant with appropriate local support services; and
 - Submit monthly invoices to the City for services provided.

In addition, the partnering entity will be responsible for fuel and service of the van (estimated at \$225 to \$300 per month) and appropriate insurance coverages. Expenses associated with the outlined activities are eligible for reimbursement by the City through the available funding.

- **Community Partnerships:** In order for the outreach component of the program to be successful, partnerships with non-profit, faith-based, community-based, and private organizations are a key element of the program. Both the City and partnering entity will work to gain support from all support service organizations and agencies to assist with outreach to participants.
- **Case Management:** Incorporate the coordinated assessment to assist in gathering information on participants and steering them to the correct support service programs. It is anticipated that the potential use of social work interns from local universities can assist in the completion of the coordinated assessment and facilitate outreach to appropriate support services.
- **Food Services:** All food and beverages provided/supplied to participants in the program must come from an Approved Source. An Approved Source is defined as a permitted food establishment authorized by the Bi-City-County Health District's Environmental Health Department. Examples of Approved Sources include, but are not limited to, restaurants, grocery stores, institutional facilities, etc. Examples of Un-Approved Sources include, but are not limited to private residences or un-permitted locations or entities.
- **Participant Payment:** At the end of the work period, the participant will receive a cash payment of \$9.00 per hour worked from the partnering entity. Individual participants cannot earn more than \$600 per year from the program due to potential employment tax implications. Based on this, and the City's desire to reach and/or assist as many participants as possible, the City requests the partnering entity work to limit individual participation in the program to no more than six opportunities in a calendar year.
- **Employment Opportunity:** The City will coordinate with the partnering entity to identify high performance participants for potential application to entry-level or otherwise appropriate City jobs.
- **Performance Metrics:** The City will require active, on-going reporting in the Homeless Management Information System (HMIS) to assist with the tracking and evaluation of the success of the program. General information pulled from HMIS will include:
 - Number of contacts with potential participants;
 - Number of program participants;
 - Identification of repeat participants;
 - Number of meals served;
 - Number of coordinated assessments completed;
 - Number and type of referrals to local support services; and
 - Concerns or issues related to the operation of the program.

In addition, the City will require the partnering entity to submit a monthly narrative highlighting community engagement, program successes, and program challenges. The performance metrics will be continually assessed to identify potential adjustments to the program.

City of Amarillo Point of Contact:

Kevin Starbuck, Program Administrator

Phone: (806) 378-3077

hope@amarillo.gov



**Amarillo's Homeless Outreach Providing Encouragement (HOPE)
PILOT PROGRAM APPLICATION**

NOTE: *Please submit a cover letter outlining your organization's commitment to the success of the pilot program and willingness to enter into a partnership with the City of Amarillo.*

Organization Name: _____

Organization POC: _____

Organization Contact Info: _____

Application Information:

- Applications are due at 4:00 p.m. on Thursday, January 19, 2017.
- Applications are to be submitted electronically to hope@amarillo.gov.
- Upon selection of a partnering entity, a memorandum of understanding will be developed between the City of Amarillo and the partnering entity outlining the terms, conditions, scope of work, and budget related to the pilot program.
- The memorandum of understanding will be drafted and brought before the City Council for consideration and approval and to the appropriate authority for the partnering entity.
- The pilot program term of service is scheduled for March 2017 through September 2017.

Applicant Narrative (please limit responses to no more than ½ page per question):

1. How, exactly, is your organization positioned to successfully implement this program? Make your case for how your organization will manage and support this program to achieve the program's goal.
2. Does your organization already provide support services to the homeless population in Amarillo (briefly describe those programs)? How will this program build on your current programs?
3. How will your organization manage the work involved in the proposed program? Do you have staff identified that would be assigned to the program (provide information on the staff who will be involved in the program from your organization)?
4. While the City has identified a proposed series of performance metrics, how would you assess if the program is successful in achieving its goal?

5. If not already addressed in your answers to the preceding questions, please describe any past experience that your organization has which supports its qualifications to partner with the City in the implementation of this program.

Budget Proposal (proposed budget is not to exceed \$50,000):

Budgetary Line Item:	Proposed Budget:
Program Administration:	
Work Program Operation (staffing):	
Work Program Support (including work tools and safety equipment, food services, and vehicle operational expense):	
Participant Stipend (set at \$9.00 per hour):	
Other Program Expenses:	
Total Requested Budget:	

Applicant Concurrence:

Does your organization agree with each of the proposed program elements?

- City of Amarillo Support YES NO
- Partnering Entity Activities YES NO
- Community Partnerships YES NO
- Case Management YES NO
- Food Services YES NO
- Participant Payment YES NO
- Employment Opportunity YES NO
- Performance Metrics YES NO
- Termination for Non-Performance YES NO

Please provide an explanation for any exceptions to the proposed program elements.

MEMO



To: Mayor and Members of City Council
From: Terry L. Childers, City Manager (Interim)
Subject: Organization Structure
Date: November 10, 2016

I am recommending for Council consideration a revision to the City Administrative Structure. The Amarillo City Charter Art. V., Sec. 23 requires City Council approval of the City's organization structure.

Background

The City's Administrative structure has been modified in the past to reflect the needs of the community and to address organizational objectives. The most recent change was to address development services through the creation of **one stop shop** concept for planning and development services. The base organization has not been changed in a number of years. Our current organization is bureaucratic, creates silos, and does not promote teamwork. It lacks the ability to think and act strategically.

Revised Structure

There are four objectives which were addressed in the new structure being presented.

- Simplify the structure to enhance decision-making
- Focus the organization to think and act strategically
- Promote teamwork and collaboration
- Establish Best Practice standards

The new organization structure addresses each objective.

- 1) The new organization structure simplifies decision making through discontinuance of upper level Divisions as a part of the organization structure. During the 60's and 70's Division Directors were used as a substitute of additional Assistant City Managers. That is no longer the case in most cities, particularly in Amarillo. Divisions at the upper levels are a relic from the past and no longer offers value. Their use increases bureaucracy and complicates decision-making.
- 2) One of the key tenets for strong organizations today is to create the ability to think and act strategically. Council has been deliberate in setting a strategic direction for City management. It is incumbent on City Administration to organize and implement Council direction. The new organization structure addresses this need by creating a structure to respond positively on a strategic bases.
- 3) Large complex organizations will tend to migrate towards silos. Best Practice mitigates this tendency by structuring the organization to form and operate as teams. The new structure permits City Administration to not only to operate in a team environment but to address systematically the issue of silos. Strong and consistent communication should be a by-product of the organization structure. Collaboration is a needed value to support our strategic focus.
- 4) During the course of evaluating the organization, six comparative cities, which we deemed as Best Practice cities, were examined. This exercise was informative. Best Practice cities are organized to achieve many of the objectives reflected in the new organization structure being presented here.

Major Changes

There are several major changes to the existing organization structure.

First, the basic unit of organization will be the department. All City services and programs will be housed within a departmental unit. We no longer will operate with management Divisions as a basic part of the organization structure. Current management Divisions (Parks, Public Works, Information Services , Utilities, and Finance) will be designated as departments.

Second, we have created the designation of Office as a means to address critical needs and areas of importance which cross organizational lines and support our strategic focus. Each Office (Public Communications and Community Engagement, Economic Development, and Strategic Initiatives) will be housed in the City Manager's Office to ensure issues are given the level of attention they deserve.

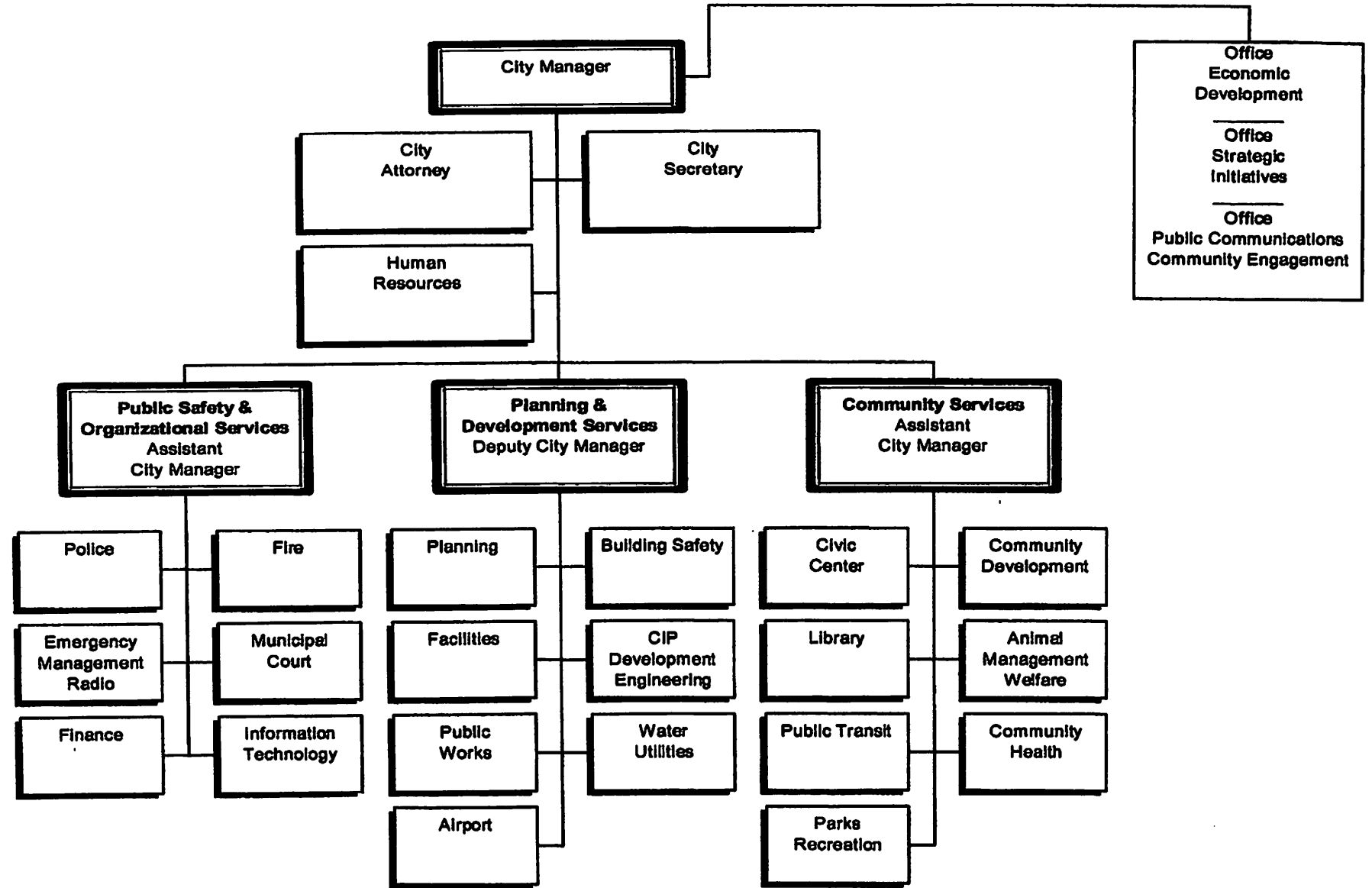
Third, we are creating the Department of Community Health to bring together all health programs and services under a common leadership and vision. It is no longer acceptable to have these critical programs and services separate and apart from each other.

Fourth, we have created three Management Portfolios led by the Deputy City Manager and Assistant City Managers. The Management Portfolios will provide the opportunity to increase teamwork, collaboration and thinking and acting strategically. The Executive Team (City Manager, Deputy City Manager, and Assistant City Managers) will be afforded the opportunity to provide consistent leadership and direction to the City organization through the creation of Management Portfolios.

Fiscal Impact

There is no fiscal impact to implement the new organization chart. Funds have been budgeted to support the needed changes.

City of Amarillo Organization Chart



11/10/2016 ____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: TO REORGANIZE THE CITY GOVERNMENT ORGANIZATIONAL STRUCTURE TO PROVIDE FOR MORE ECONOMICAL AND EFFICIENT GOVERNMENT SERVICES; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council finds that implementing a reorganization and consolidation of all CITY departments and personnel will result in more economy and efficiency of operations; and,

WHEREAS, such reorganization will support the implementation of the proposed "One Stop Shop" model for development services; and,

WHEREAS, if the City Council finds that the structure as set forth in the Organizational Chart attached to this Resolution will achieve the intended purposes for reorganization of the City of Amarillo municipal government;

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

SECTION 1. That the Organization Chart attached hereto is hereby adopted by the City Council as the Organization Chart for the City of Amarillo.

SECTION 2. Severability. If any word, phrase, or part for any reason is held to be unconstitutional, void or invalid, the validity of the remaining portions of this Resolution shall remain in effect.

SECTION 3. Savings. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of conflict with this Resolution.

SECTION 4. Effective Date. This Resolution shall be effective on and after its adoption INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas this ____ day of November, 2016.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

Amarillo City Council Agenda Transmittal Memo



A

Meeting Date	November 15, 2016	Council Priority	Infrastructure Initiative
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Department	Capital Projects & Development Engineering
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Agenda Caption

Award of Professional Services Agreement for Engineering Services to HDR Engineering, Inc. to perform engineering services for Project #430036.1130 Phase I Landfill Gas Collections and Control Systems for \$411,000.00.

Agenda Item Summary

The agreement for engineering services is for the design of the Phase I Landfill Gas Collections and Control Systems.

Requested Action

Consider approval and award of the engineering services contract.

Funding Summary

Funding for this amendment is available in the approved Capital Improvement Program Project #430036.17400.1130.

Community Engagement Summary

The design of this project will have minimal impact on the community. The community engagement process will begin as the project moves into the construction phase.

Staff Recommendation

City staff is recommending approval and award of the contract.

AGREEMENT FOR ENGINEERING SERVICES

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

OWNER hereby engages ENGINEER to perform engineering services in connection with the Job #430036.1130 Phase I Landfill Gas Collection and Control System with respect to OWNER's Landfill ("Project").

The Scope of Work is more particularly set forth in the letter dated October 21, 2016 from ENGINEER to OWNER attached to this Agreement and by this reference made a part of the Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between ENGINEER's letter dated October 21, 2016 and this Agreement, the terms of this Agreement will govern.

I.

ENGINEER agrees to complete the Project for a not-to-exceed fee of Four Hundred Eleven Thousand and No/100 Dollars (\$411,000.00).

II.

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

III.

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep the Project on schedule. OWNER'S representative for purposes of this Agreement shall be Kyle Schniederjan, City Engineer or his designee. ENGINEER will begin work on the Project within 5 days after receipt of written notification to proceed from OWNER and shall complete the Project in a timely manner.

IV.

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

V.

ENGINEER agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of OWNER unless required to do so by court order or similar valid legal means. Such proprietary and confidential information

10/26/2016

received by ENGINEER or its employees and agents shall be used by ENGINEER or its employees and agents solely and exclusively in connection with the performance of the Scope of Work.

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

ENGINEER will provide insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written notice to ENGINEER. In addition, ENGINEER will provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim.

XII.

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

XIII.

Either party shall have the right to terminate this Agreement by giving the non-terminating party 7 days prior written notice. Upon receipt of notice of termination, ENGINEER will cease any further

10/26/2016

work under this Agreement and OWNER will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER.

XIV.

In the event OWNER finds that any of the Work Product produced by ENGINEER under this Agreement does not conform to the Scope of Work, then ENGINEER will be given 10 days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these 10 days ENGINEER has failed to make any Work Product conform to the specifications, OWNER may terminate this Agreement and will only owe for work done prior to termination and accepted by OWNER. All finished or unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER. In the event Consultant has been deprived of the opportunity to complete such documents and certify them as ready for construction, neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section.

XV.

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

XVI.

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

HDR Engineering, Inc.
Attention: Joel Miller, P.E.
4401 West Gate Boulevard, Suite 400
Austin, Texas 78745
Telephone: (512) 912-5100
Email: joel.miller@hdrinc.com

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

City of Amarillo, Texas
Attn: Kyle Schniederjan
PO Box 1971
Amarillo, Texas 79105-1971
Telephone: (806) 378-3024
Email: kyle.schniederjan@amarillo.gov

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

XXIII.

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

XXIV.

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

XXV.

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

10/26/2016

XXVI.

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

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

ATTEST:

CITY OF AMARILLO
(OWNER)

Frances Hibbs, City Secretary

By: _____
Bob Cowell, Deputy City Manager

Date: _____

HDR ENGINEERING, INC.
(ENGINEER)

By: Matthew B. Tondl

Printed Name: Matthew B Tondl

Title: Sr. Vice President

Date: 10/27/2016

B



Amarillo City Council Agenda Transmittal Memo



Meeting Date	November 15, 2016	Council Priority	N/A
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Department	Central Stores
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Award – Direct Read Water Meters

Award to HD Supply Waterworks \$335,253.00
 Award to Zenner USA \$ 21,000.00

Total \$356,253.00

This award is to approve a contract for the purchase of Direct Read Water Meters.

Award Direct Read Water Meters for use by the Water Distribution Department.

Requested Action

Consider approval and award for the Direct Read Water Meters

Funding Summary

Funding for this award is available in the Central Stores Inventory Account 1000.15400.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 5549 DIRECT READ WATERMETER SUPPLY AGREEMENT
 Opened 4:00 p.m. September 22, 2016

To be awarded as one lot	HD SUPPLY WATERWORKS LTD	ZENNER PERFORMANCE METERS INC	MORRISON SUPPLY	NATIONAL METER & AUTONATION INC	WESTERN INDUSTRIAL SUPPLY LLC	BENCHMARK SUPPLY COMPANY
Line 1 Water meter, 5/8" (request) Bronze, direct read, per specifications 4,000 ea						
Unit Price	\$32.630	\$34.250	\$36.000	\$43.100	\$59.090	\$42.780
Extended Price	130,520.00	137,000.00	144,000.00	172,400.00	236,360.00	171,120.00
Line 2 Water meter, 1" (request) Bronze, direct read, per specifications 2,000 ea						
Unit Price	\$76.840	\$78.590	\$82.750	\$103.990	\$131.180	\$210.550
Extended Price	153,680.00	157,180.00	165,500.00	207,980.00	262,360.00	421,100.00
Line 3 Water meter, 1 1/2" (request) Bronze, direct read, per specifications 100 ea						
Unit Price	\$215.790	\$211.690	\$222.850	\$298.000	\$408.860	\$488.890
Extended Price	21,579.00	21,169.00	22,285.00	29,800.00	40,886.00	48,889.00
DID NOT MEET SPECS						
Line 4 Water meter, 2" (request) Bronze, direct read, per specifications 100 ea						
Unit Price	\$294.740	\$294.920	\$310.450	\$449.000	\$571.330	\$627.780
Extended Price	29,474.00	29,492.00	31,045.00	44,900.00	57,133.00	62,778.00

To be awarded as one lot	HD SUPPLY WATERWORKS LTD	ZENNER PERFORMANCE METERS INC	MORRISON SUPPLY	NATIONAL METER & AUTONATION INC	WESTERN INDUSTRIAL SUPPLY LLC	BENCHMARK SUPPLY COMPANY
Line 5 Water meter, 3" FH (request) Bronze, direct read, per specifications 40 ea						
Unit Price	\$763.160	\$525.000	\$552.650	\$1,050.000	\$1,807.010	\$438.500
Extended Price	30,526.40	21,000.00	22,106.00	42,000.00	72,280.40	17,540.00
Bid Total	365,779.40	365,841.00	384,936.00	497,080.00	669,019.40	721,427.00
Award by Vendor	335,253.00	21,000.00				

DID NOT MEET SPECS



Amarillo City Council Agenda Transmittal Memo



Meeting Date	November 15, 2016	Council Priority	N/A
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Department	Central Stores
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Agenda Caption

Award –Office Furniture Annual Contract

Award to Hon Office Products in care of OfficeWise in an estimated amount of \$500,000.00

Furniture Contact awarded on TCPN Blanket Purchase Agreement R142208.

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

Agenda Item Summary

Award of Office Furniture to be used by all City Departments

Requested Action

Consider approval and award for the Office Furniture Annual Contract.

Funding Summary

Funding for this award is available in the Central Stores Inventory Account 1000.15400.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.



October 13, 2016

Blanket Purchase Agreement

BPA Number: City of Amarillo BPA

(This number should be placed on all orders)

This Blanket Purchase Agreement (this "Agreement") is effective as of 10/22/2016 ("Effective Date"), by and between The HON Company ("HON") and the City of Amarillo (the "Agency"). HON and the Agency have entered into this Agreement in order for the Agency to purchase HON commercial products ("Products") and related services ("Services") directly from HON. HON may utilize its network of authorized dealers in the performance of this Agreement.

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

During the following dates: 10/22/2016 – 10/21/2017, the Agency agrees to purchase a minimum of \$500,000.00 List of product from HON ("Annual Purchase Projection"), determined on cumulative invoiced purchases during the term. In consideration for the Annual Purchase Projection, the Agency shall be entitled to purchase HON products at the discounts off the current list price in effect under the HON TCPN Contract. As of the Effective Date, the current discounting applicable to Agency's purchases of Products is as follows:

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

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

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

All of Agency's orders shall reference the TCPN Contract number: R4982, and the BPA number at the top of this Agreement. Each order must have a single "ship-to" destination within the United States in order for the freight to be paid by HON.

This Agreement expires 10/21/2017.

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

Agency Name: CITY of AMARIUS

Address: PO Box 1971

City, State, Zip Code: AMARIUS TX 79105

Will orders be placed by one centralized purchasing location? yes

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

_____	_____
_____	_____
_____	_____

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

HON shall invoice the Agency upon shipment of Product.

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

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

The Agency:

(Printed Name)

(Signature)

(Title)

(Date)

The HON Company:

(Printed Name)

(Signature)

(Title)

(Date)



D

Amarillo City Council Agenda Transmittal Memo



Meeting Date	11/15/2016	Council Priority	Wrecker Services Contract
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Department	City Manager
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Agenda Caption

Contract – For Participation in City of Amarillo Rotation Log for Wrecker Services for Abandoned, Impounded, Junked and Disabled Vehicles.

Agenda Item Summary

The Wrecker Services Contract provides for the City of Amarillo Police Department to contact the wrecker service operator to remove and impound abandoned, junked, and disabled vehicles. The purpose of the Agreement is to establish minimum acceptable standards and criteria which wrecker service operators will be required to meet in order to participate in the City’s Rotation Log.. This agreement was previously reviewed and discussed by Council. At Council’s direction, the Contract contains language requiring a heavy-duty certification for operators that conduct heavy duty towing operations.

Requested Action

Approval of the Contract to be signed by City Manager.

Funding Summary

N/A

Community Engagement Summary

N/A

City Manager Recommendation

This item is recommended for approval by the City Manager

10/14/2016

**CONTRACT FOR PARTICIPATION IN CITY OF AMARILLO ROTATION LOG
FOR WRECKER SERVICES FOR ABANDONED, IMPOUNDED,
JUNKED AND DISABLED VEHICLES**

This Contract is entered into by and between the City of Amarillo, a municipal corporation situated in Potter and Randall Counties, Texas, hereinafter referred to as "CITY" and _____, hereinafter referred to as "OPERATOR," upon the following terms and conditions performable in Potter and Randall Counties, Texas:

1. TERM AND DEFINITIONS.

a. This Contract shall be effective upon execution by the CITY and will remain in effect until such time as the parties enter into a new contract, unless sooner terminated as herein provided.

b. For the purposes of this Contract, the following terms and words are defined as follows:

i. "*Normal Business Hours*" shall mean the hours of 8 a.m. to 6 p.m., Monday through Friday.

ii. "*OPERATOR*" shall exclusively refer to a towing company that has executed this rotation list Contract and maintains equipment and tow trucks designed for light-duty tows and heavy towing services for tows of vehicles with a Gross Vehicle Weight Rating (GVWR) of over 10,000 pounds that are designed to tow or transport buses, trucks, recreational vehicles, trailers and heavy equipment.

iii. "*Time on scene*" means more than 15 minutes at a scene. Time-in begins when OPERATOR arrives on-scene, and ends when OPERATOR has secured the

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vehicle, cleaned debris, and finished an environmental cleanup if needed.

iv. “*Department*” means the Amarillo Police Department, its chief or representative.

v. “*Rotation Log*” means a sequential list, as maintained by the Amarillo Emergency Communications Center (“AECC”), of those OPERATORS duly qualified, authorized, and equipped to provide towing services pursuant to the provisions of this Contract to receive and respond to calls from the AECC, when the vehicle owner/operator has not or cannot express a preference or consent for such services from a specific towing company. The Rotation Log will also be used for wrecker services in regard to abandoned, impounded, disabled and junk vehicles.

vi. “Board” means a “*Wrecker Service Contract Review Board*” consisting of a representative of the Department, a representative of the City’s Purchasing Department, a representative of the AECC, and a representative of the local wrecker industry appointed by an Assistant City Manager. In the event of a vote resulting in a tie the representative of the Department shall cast the deciding vote.

2. PURPOSE/PARTICIPATION

a. The purpose of this contract is to establish minimum acceptable standards and criteria for the provision of wrecker services by OPERATORS participating on the CITY’S Rotation Log; provided, however, nothing herein shall obligate the CITY to the use of OPERATORS on the Rotation Log as the sole or exclusive means of providing wrecker services, and the CITY reserves the right to control, independently of the provisions of this Contract, wrecker services for any particular situation as CITY may

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deem appropriate.

b. Wrecker services pursuant to the provisions of this Contract shall be administered by the Department through the Department's representative, who shall have authority to promulgate reasonable rules and regulations in furtherance and implementation of this Contract so long as they do not conflict with any provision hereof.

c. **This Contract and participation in the Rotation Log system is personal to the OPERATOR and shall constitute authorization only to OPERATOR. OPERATOR'S inclusion on the rotation list is a license only and constitutes no present or future property interest. Participation by any company or individual interrelated to OPERATOR in any direct or indirect manner will not be permitted nor is such interrelated entity or person entitled to enter into a contract to be on the Rotation Log or to respond on behalf of an OPERATOR on the rotation list. Notwithstanding anything in this Contract to the contrary, each OPERATOR by executing this Contract certifies and represents to CITY that OPERATOR is an independent entity and has its own primary place of business, equipment, wreckers, employees, vehicle storage facility, offstreet parking for wreckers and equipment, dispatcher, office, permits and licenses and does not share, own or lease same with or to any other OPERATOR that is or will execute this Contract. Discovery by CITY of any arrangement prohibited by this Section 2. c. will result in immediate termination of all interrelated OPERATOR Contracts and debarment from all CITY vendor/contractor eligibility for 5 years.**

d. Nothing contained in this Contract will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his/her own choice, or requesting that

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his/her vehicle be towed to a place other than OPERATOR'S storage facility.

3. OPERATION

The following conditions shall govern the conduct of OPERATORS on the Rotation Log:

- a. No OPERATOR shall solicit business at the scene of an accident or other incident requiring wrecker services.
- b. No OPERATOR shall proceed to a location requiring wrecker service without being dispatched to do so by the AECC, except when an OPERATOR is specifically requested/contacted by a vehicle owner/driver.
- c. All OPERATORS and their drivers shall at all time conduct themselves and wrecker services in a reasonable and safe manner.
- d. Each wrecker driver shall obey all state and municipal traffic laws when responding to a dispatch for wrecker service, and the directions of police and Amarillo Emergency Services Volunteers while at the scene.
- e. Each OPERATOR shall furnish the Department with one telephone number to be used for all dispatches. No pagers or answering machines are permitted as call out numbers.
- f. Each OPERATOR shall maintain and be fully capable of and willing to provide twenty-four-hour, seven-day-a-week wrecker service during the term of this Contract.
- g. The OPERATOR will respond to a dispatch with its own wreckers and will not send or allow any other wrecker service to respond to a Rotation Log dispatch. If it appears to the OPERATOR, or the CITY'S representative on scene, that the OPERATOR is not willing or capable to perform the required services or needs assistance, the OPERATOR may request that another OPERATOR be dispatched. Under

10/13/2016

such circumstances, the OPERATOR on-scene may designate such other OPERATOR to be called for assistance; otherwise the next OPERATOR on the log will be dispatched.

h. Each OPERATOR shall provide drivers who are proficient and competent in the operation of such wrecker, the securing and movement of towed vehicles, and environmental cleanup, as evidenced by an appropriate valid commercial driver's license and an Incident Management Tow Operator License issued by the Texas Department of Licensing & Regulation.

i. At all times, each OPERATOR'S drivers shall wear reflective vests, coats or shirts while on the scene and shall be identified by the use of a name tag worn above the waist. FAILURE TO COMPLY WITH ANY OF THE REQUIREMENT OF a-i ABOVE IS CONSIDERED A VIOLATION FOR PURPOSES OF SECTION 5.

4. ROTATION LOG.

a. An OPERATOR shall promptly respond to a dispatch and arrive with a wrecker on the scene in accordance with Section 10 below. Requests from AECC dispatch will have priority over all other OPERATOR'S calls for service. If an OPERATOR is not willing or capable at the time of dispatch to respond, it shall immediately tell the AECC. The OPERATOR will be passed over for that call and that dispatch will go to the next OPERATOR on the Rotation Log. No violation will be attributable to OPERATOR under Section 5, however this will be considered as a turn on the rotation list.

b. When an OPERATOR responds to a dispatch, but renders no wrecker services, the response will be considered as a turn on the rotation list.

c. Any OPERATOR that is late in responding to dispatches for wrecker service without an acceptable reason will be credited with a turn in addition to the penalties

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provided in Section 10 below.

d. When unusual or emergency conditions necessitate, the CITY reserves the right to request the services of a specific OPERATOR regardless of position on the rotation list, or any other towing company who, in the CITY'S sole opinion, is best able to handle the situation and/or can reach the scene most expeditiously. If a dispatch is made under these circumstances, the OPERATOR who would have otherwise received the call does not forfeit its respective position on the Rotation Log.

e. The Department's representative has the right at any time to inspect any wrecker or equipment of an OPERATOR to ascertain that it is being properly maintained, that all required equipment is on the wrecker, and that it is in proper operating order. OPERATOR will be notified in writing of any deficiencies found by Department. OPERATOR will immediately upon receipt of notice remove any wrecker or equipment found to be deficient from service until such time as the deficiency has been corrected and re-inspected by Department and found to be in proper operating order. **It is the duty and burden of OPERATOR to call for a re-inspection after correcting the deficiency. In the event the deficiency causes OPERATOR to be in breach of Section 11 of the Agreement, the OPERATOR will have 30 calendar days from receipt of notice to correct the deficiency of the out of service wrecker or equipment and have a re-inspection before the suspension provided in Section 11 takes effect. The continued use of suspended, deficient equipment after being notified by the Department will constitute a violation under Section 5 of the contract.**

5. PENALTIES.

a. OPERATOR by execution of this Contract acknowledges that its violation of any

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provisions of this Contract (as specifically provided herein) during the initial term or any renewal term will subject OPERATOR to the following penalties:

First Violation:	Written Warning
Second Violation:	Written Warning
Third Violation:	Thirty-Day Suspension
Fourth Violation:	Ninety -Day Suspension
Fifth Violation:	Four Year Suspension

b. The Department shall notify the OPERATOR in writing of the violation and the applicable penalty. OPERATOR may dispute the Department's finding and penalty in the following manner:

i. Upon receipt of notification, the OPERATOR may, within 15 calendar days thereof, deliver a written request to the Department's representative for a hearing to be held before the Board. The request must set forth each particular defense, explanation, excuse, and error that OPERATOR will rely upon at the hearing. The receipt of a timely written request by the Department shall stay the penalty pending final disposition unless it is determined by the Chief of the Department that it would endanger public safety or welfare, or further an alleged crime to allow said OPERATOR to continue on the Rotation Log. The Chief's decision is final and not subject to a Board hearing.

ii. A hearing shall be held within 7 business days after the filing of a written request unless it is infeasible to convene the Board whereupon the hearing shall occur at the earliest feasible date, but in no event longer than 30-days after

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Department receives the request for a hearing. The Department shall notify the OPERATOR of the time, date, and place of the hearing. At the hearing, the OPERATOR shall be provided an opportunity to be heard. The Board may hear from CITY representatives and others who have relevant information material to the allegation.

iii. The Board shall render a written decision within 2 business days from the date of such hearing, setting forth the reasons for the same. The Board may affirm, modify or overrule a finding or penalty.

c. The Department will reinstate an OPERATOR suspended pursuant to this Section 5 to the Rotation Log upon written application after the period of suspension has elapsed and after the department has determined that such OPERATOR is in compliance with all regulations of this Contract. Reinstatement to the Rotation Log by the suspended OPERATOR shall be conditioned upon prior payment to City of a reinstatement fee of \$1,000.00. This fee is not required if the Board overrules the suspension or reverses.

d. Notwithstanding any other provision in this Contract to the contrary, OPERATOR Class C or above violations (non-enhanced by previous Class A or B violations) of the Texas Department of Licensing and Regulation (TDLR) regulations will subject OPERATOR to a mandatory 90 day suspension under this Contract that is not reviewable by the Board. Violations resulting in the suspension, revocation, or denial of OPERATOR'S TDLR license/permit to operate a towing business or storage lot will result in the automatic suspension of this Contract for a like period.

e. Notwithstanding any other provision of this Contract, if OPERATOR is charged with a crime that arises out of or relates to OPERATOR'S business of towing or storage

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business or the performance of this Contract, CITY may immediately suspend OPERATOR until the outcome of the investigation or trial, whichever occurs later. Upon completion of the investigation or trial City may further suspend or reinstate OPERATOR to this Contract as appropriate to public safety and welfare.

6. **CONSIDERATION.** In consideration of CITY'S agreement to place OPERATOR on the CITY'S rotation list, the CITY's agreement to limit the right to apply for inclusion on its rotation list to August 1 to August 15 (excluding weekends) for each contract year (excluding weekends) unless two or more OPERATORS terminate the contract for any reason, and the revenue to be derived there from by OPERATOR, OPERATOR agrees to pay the CITY a fee of \$500.00. In consideration of CITY'S administration, regulation, operation of the rotation system and the use of City streets, roadways and alleyways OPERATOR agrees to pay to CITY a fee of \$17.50 per compensated tow payable monthly as provided in Section 7. The City Fee cannot be added to increase the charge to the towing customer.

All payments by OPERATOR to CITY under this contract **MUST** be delivered to 509 SE 7th, Room 301, Amarillo, Texas 79101, **MUST** state on the face of the check, cashier's check, or money order: "WRECKER SERVICE FOR [month]" and **MUST** be accompanied by copies of all tow tickets and receipts for payment issued by OPERATOR as a result of this Contract.

7. **LATE PAYMENT FEE.** OPERATOR shall pay a late fee of 25% for any month if CITY has not received: (a) the full amount of OPERATOR'S monthly payment by the 15th day of the month following the month in which the compensated tows were performed; (b) if the payment is misdirected or requires staff research due to OPERATOR not identifying the payment as required above; or, (c) if required documentation is not attached. The Late Payment

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Fee must be made within 3 days after receipt of written notice from CITY of the reason for the assessment and the amount of the Late Payment Fee, delivered in the same manner required for a regular monthly payment and must be identified as a Late Payment Fee. **Failure or refusal to pay the Late Payment Fee within 3 days after receipt of notice in the manner required and/or failure to provide the requisite supporting documentation within said 3 day period will constitute a violation of the Contract for purposes of Section 5, and each day such failure or refusal to comply continues will constitute a separate violation of the Contract.** This remedy is cumulative of all other remedies available to CITY for breach of this Contract. Nothing in this paragraph is intended to authorize the collection of any interest for the use, forbearance or detention of money loaned; it is a penal or liquidated sum for breach of contract.

8. CONTRACT TERMINATION.

- a. The City can terminate this contract for its convenience at any time by giving OPERATOR written notice of termination at least 5 business days before the effective date of such termination.
- b. OPERATOR can terminate this contract at any time by giving CITY written notice of termination together with a closing statement of any fees payable to the CITY. Payment of any fees due CITY must be made within 3 business days after CITY's receipt of written notice to terminate.

9. AUTHORIZED PERSONS. OPERATOR hereby agrees to provide wrecker services when requested by the Department on behalf of other CITY departments that need the towing and storage of junked, abandoned, impounded and disabled vehicles. Only response to requests for wrecker services received from AECC are authorized under this Contract.

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10. RESPONSE TIME. OPERATOR agrees to respond to any scene within the Amarillo city limits **within 20 minutes between the hours of 8:00 a.m. and 8:00 p.m. and 30 minutes between the hours of 8:01 p.m. and 7:59 a.m.;** provided, however, if the OPERATOR notifies the CITY'S communication center of a delay not attributable to OPERATOR (e.g. traffic near the scene, weather etc.) and of a reasonable expected time of arrival, then OPERATOR will be allowed fifteen (15) additional minutes to arrive and the late response will not be considered a violation of the Contract for purposes of Section 5. All times run from the time the call is made by AECC to OPERATOR. In the event OPERATOR has an unexcused tardy response more than 2 times during any calendar month OPERATOR shall pay City, as liquidated damages, the sum of \$200.00 for each such tardy response as compensation to CITY for the extra time its employees were required to remain with the vehicle to be towed as a result of OPERATOR'S tardiness. **Such payment is in addition to and is not a substitute for the penalty that will be assessed against OPERATOR pursuant to Section 5 for each late response.** When the OPERATOR is called, AECC will make the call time part of the Rotation Log.

11. EQUIPMENT AND PERSONNEL. OPERATOR must own or lease adequate equipment and vehicles to perform all requirements of this Contract. **OPERATOR must own or lease and have available for use at all times during this Contract the following minimum vehicles: 2 Light Duty Tow Trucks with a towing capacity of 10,000 pounds; 1 tandem axle Heavy Duty Tow Trucks with a manufacturers gross vehicle weight rating of at least 33,000 pounds and a boom capacity of 25 tons; and 1 Tandem Axle Lowboy Trailer or a 48' tilt bed trailer and a tractor to pull the trailer.** The City reserves the right to insure that

10/13/2016

OPERATOR has required personnel, proper equipment, vehicles, qualifications and licenses, permits and training required by this Contract including all training and certifications required by state and federal law, both at inception of this Contract and at any time during the term or any renewal term of this Contract. OPERATOR shall be responsible for and in sole control of the acts and omissions of OPERATOR'S personnel in the performance of this Contract. All OPERATOR personnel performing heavy-duty towing services shall obtain a certification for heavy-duty towing services no later than December 31, 2016. The OPERATOR shall maintain all training certifications obtained by the OPERATOR'S personnel. Training certifications for the OPERATOR'S personnel will only be provided to the CITY upon request by the CITY. OPERATOR affirms that all personnel assisting with and operating a tow truck for the OPERATOR have obtained all applicable towing certifications. OPERATOR must have adequate off-street parking for all of OPERATOR'S equipment. **Except as provided in Section 4. e. above, if OPERATOR fails or refuses to conform to any of the requirements of this Section 11 OPERATOR will be immediately suspended from participation under this contract until the deficiency is remedied.**

12. SUPERVISORY RELEASE WITHOUT COST. OPERATOR will release any vehicle hooked or towed pursuant to this Contract without charge if requested to do so in writing by any Department officer with the rank of Sergeant or higher and any CITY Division Director or Department Head.

13. VEHICLE STORAGE FACILITY. OPERATOR shall provide its own licensed storage facilities and have its primary place of business **within the City limits**. The vehicle storage facility must meet the requirements of both state law and the applicable CITY zoning

10/13/2016

and building regulations regarding vehicle storage facilities. Every storage facility must be adequately secured against theft and vandalism and have security fencing. The OPERATOR will be responsible for each vehicle and its contents while in its care, custody and control. The storage facility premises and office area must be kept clean, safe and orderly. All vehicles in the storage facility shall be stored in such a manner that there exists a minimum of two feet on the side of each vehicle to allow access to check the vehicle's identification numbers. All vehicles towed by OPERATOR pursuant to this Contract shall be taken to OPERATOR'S storage facility, unless the vehicle owner or driver requests in writing that the vehicle be taken to another location specified by the owner or driver. (It is sufficient that the instruction is written by the owner or driver on the OPERATOR'S towing receipt or ticket at the scene and signed by the owner or driver.)

14. RECORDS. OPERATOR shall maintain during the term of this Contract, and for 4 calendar years following the expiration or termination of this Contract, complete and accurate copies of all books records, receipts and tickets generated under this Contract. OPERATOR agrees to make its books and records, regarding the performance of this Contract, available to CITY'S duly authorized representatives at OPERATOR'S place of business during Normal Business Hours for inspection, copying and auditing. Failure to maintain the records described above or to provide access will result in immediate suspension of OPERATOR under this Contract until such time as the records are produced and access is provided. **Audits may be performed by the City on an as-needed or random basis to insure compliance with the fees established by this Contract. If an audit reveals that the fees charged are not in compliance with Exhibit A then OPERATOR will be notified by the CITY and required to refund the**

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overcharged amount to the customer and OPERATOR may be charged for a violation of the Contract under Section 5 if the audit evidences a pattern of overcharging by OPERATOR.

15. NOTICES AND AUCTION. Vehicles which are left at OPERATOR'S storage facility for more than 10 days after OPERATOR sends notice by registered or certified mail, return receipt requested, to the owner to pick up the vehicle in accordance with Chapter 683, Texas Transportation Code as amended ("Chapter 683") shall be disposed of according to the provisions of such statute 683. Public auctions will be held at such times and places as may be scheduled by the CITY. Notices to owners, lien holders and others required by State law shall be given by the OPERATOR or Department, as required by Chapter 683. Costs and proceeds of the auction shall be allocated as required by Chapter 683.

16. CITY EXEMPT. Except for City vehicles over ten thousand (10,000) pounds and as provided in Section 18.23 of the Texas Code of Criminal Procedure with respect to vehicles impounded by CITY for evidentiary or examination purposes, CITY shall never be held responsible for any wrecker or towing fees, storage fees or any other charges incurred by OPERATOR as a result of this Contract. OPERATOR'S sole source of revenue and recourse for services performed under this Contract, in every case, shall be from and against title owner or operator of vehicles or a third party in privity with those. Additionally and as further consideration to CITY, OPERATOR will not charge CITY for the towing and/or storage of any CITY owned vehicles of ten thousand (10,000) pounds or less, and will only charge CITY for the towing and/or storage of vehicles over ten thousand (10,000) pounds at the rates provided in Exhibit A.

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17. INDEMNITY. OPERATOR, (IN THIS SECTION IT MEANS AND INCLUDES ITS OFFICERS, PARTNERS, MEMBERS, DRIVERS, EMPLOYEES, CONTRACTORS, ASSIGNS, AND SUCCESSORS AND ALL OTHERS USED BY OPERATOR OR UNDER OPERATOR'S DIRECTION IN FURTHERANCE OF PERFORMING THIS CONTRACT) AGREES TO HOLD CITY HARMLESS FROM AND INDEMNIFY CITY, ITS OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, DAMAGES, CAUSES OF ACTION, COSTS, INCLUDING ATTORNEY'S FEES, AND INTEREST RELATING TO ANY AND ALL PERSONAL INJURIES, DEATHS AND/OR PROPERTY DAMAGE OR LOSS BY WHOMSOEVER SUFFERED, (INCLUDING, BUT NOT LIMITED TO CITY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES), ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH ANY ACT OR OMISSION BY OPERATOR.

18. FEES. OPERATOR shall neither charge nor attempt to collect any charge of any kind or character for the towing, waiting, debris removal, storage, security, or release of any vehicle except those authorized by this Contract or by State law. Any additional services and their associated fees specifically authorized in writing by the scene commander or the on-scene supervisor will be considered as an authorized fee. Storage charges shall cease when a properly completed request for release is made. The maximum fees OPERATOR can charge for towing any vehicle and for service rendered under this Contract are shown in Exhibit A attached to this Contract and by this reference made a part of this Contract.

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19. FUEL SURCHARGE. OPERATOR will be permitted to charge a fuel surcharge in addition to the contractual fees approved in the Contract. The Base Price for calculating this surcharge will be the rack average price per gallon for No. 2 Gross Ultra Low Sulfur Distillate (“No. 2 Distillate”) in Amarillo, Texas as set by the Oil Price Information Service (“OPIS”) on March 15, 2011.

The fuel surcharge will be determined monthly by a formula based on the cost increase of No. 2 Distillate. When the OPIS rack average price for a gallon of No. 2 Distillate in Amarillo, Texas increases by fifty cents (\$0.50) over the Base Price, the OPERATOR will be permitted to charge three dollars (\$3.00) per tow as an additional fuel surcharge to the towing fees. For every fifty cents (\$0.50) increase thereafter the OPERATOR may increase the fuel surcharge by an additional three dollars (\$3.00). Example: Base Price \$3.20 on March 15, 2011, No. 2 Distillate has increased to \$4.20 (increase of \$1.00) on April 15, 2011, OPERATOR entitled to collect a six dollar (\$6.00) fuel surcharge after notification from CITY.

The same methodology shall also be used to reduce or eliminate the fuel surcharge when fuel prices decline.

Whenever the fuel surcharge fees are in effect for tows, all customers will be provided with an itemized explanation of the fuel surcharge fee.

The fuel surcharge, if implemented, will apply only to the actual towing fees and shall not apply towards storage or any other fees. No fuel surcharge fees shall be permitted if the rack average price per gallon of No. 2 Distillate remains below the Base Price plus forty-nine cents (\$0.49). The CITY will not be responsible for any fuel surcharge fees.

The CITY shall advise each OPERATOR by regular first class mail (sent to the address

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provided in this Contract) of the fuel surcharge calculation and the effective date of any surcharge (increase or decrease) on or about the 15th of each month and such calculation shall be and remain in effect until the next monthly review and adjustment.”

20. INQUIRIES. On all bills, invoices, receipts, tickets, etc. issued by OPERATOR for service rendered under this Contract, OPERATOR shall notify customers in writing of the fees specified in Exhibit A and, the mailing address (200 S.E. 3rd, Amarillo TX 79101) and telephone number (806-378-4269) of the Amarillo Police Department for purpose of directing questions regarding those fees or services. **OPERATOR shall give customers an itemized receipt that reflects the services and fees specified in Exhibit A.** This notice must be pre-printed on the forms used by OPERATOR or a legible sticker or rubber stamp may be used to convey the required information. The required information must be in a sans serif font of not less than ten (10) points. A sign containing this same information shall also be prominently displayed to the public at the place of payment, in letters at least one inch high, with a contrasting background. **This sign shall be posted within 10 business days after this Contract is signed by the CITY.** Failure to comply with any requirement of this Section 19 will constitute a violation for purposes of Section 5 and each day that OPERATOR fails or refuses to remedy the violation after receiving notice thereof shall constitute a separate violation under Section 5.

21. LEGAL COMPLIANCE. OPERATOR shall comply with all provisions of Federal and Texas laws and regulations (specifically including but not limited to, Title 16, Part 4, Chapter 85 “Vehicle Storage Facilities” and Chapter 86 “Vehicle Towing and Booting” of the Texas Administrative Code; Chapters 2303 and 2308 of the Texas Occupation Code; and Chapter 683 Texas Transportation Code) and the Amarillo Municipal Code regarding the operation, licensing

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and registration of tow vehicles, tow truck operators and vehicle storage facilities. **Failure or refusal to comply with any such federal, state or local law and regulation will result in immediate written notice of suspension under this contract until such time as Operator provides CITY with satisfactory evidence of compliance.**

22. SCENE CLEANUP. When removing a vehicle from a location OPERATOR MUST pick up and remove all broken glass and debris from the street and properly dispose of it at the storage facility. **Failure or refusal to comply with this Section will constitute a violation of the contract under Section 5.**

23. COMPLAINTS AND OVERCHARGES. Complaints concerning OPERATOR'S performance under this contract received by the CITY shall be promptly reported to and investigated by OPERATOR. A satisfactory written explanation shall be made to CITY within 5 business days of the time OPERATOR is notified in writing of the complaint by CITY. OPERATOR agrees to promptly and without delay take whatever action is necessary to correct any and all complaints. **OPERATOR'S failure or refusal to fully investigate complaints, to correct errors, to refund overcharges, or to provide CITY a written explanation within the required period will constitute a violation and authorize CITY to penalize OPERATOR as provided in Section 5, and each day thereafter that OPERATOR fails or refuses to take the required action will constitute a separate violation for purposes of Section 5. When a complaint is initiated all charges by OPERATOR on the complaining party will stop until such time as the complaint has been resolved in writing and signed by all parties involved, a satisfactory written explanation, acceptable to the CITY, as to why the complaint cannot be resolved is received, or a hearing before the Justice of the Peace**

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to dispute overcharges or if there is no probable cause for the tow in accordance with Texas Occupations Code 2308.

24. VEHICLE RELEASE. OPERATOR shall release vehicles in its custody 24 hours a day or as otherwise provided by law. Vehicles must be released within 1 hour of a request. OPERATOR shall promptly release personal property during Normal Business Hours without fee to the authorized owner or operator of the vehicle.

25. POLICE HOLD. OPERATOR must provide a uniquely numbered receipt (a card stub) to the CITY on impounded vehicles that describes the vehicle and designates whether or not there is a police hold on the vehicle. Before releasing a vehicle with a police hold marked on the stub, the OPERATOR will ensure that the police hold has been canceled. Before having the receipt printed for use, the OPERATOR must confer with and obtain Department approval of the receipt form. **For purposes of this paragraph, a “police hold” includes a hold placed by the Fire Marshall’s office or other law enforcement agency with whom the Department is cooperating. The OPERATOR must notify the Department front desk, on a daily basis, of all vehicles it has released for which it issued an impound receipt/stub. Failure to comply with the requirements of this Section 24 will constitute a violation for Section 5 purposes.**

26. INSURANCE. In addition to any insurance required by Texas law, at inception of this Contract OPERATOR shall provide satisfactory proof of insurance coverage as listed below and maintain such coverage, without interruption for the full Term of this Contract and any renewal term. All policies shall be issued by an insurer with a Best Rating of B+ or better, authorized to write such coverage in Texas. A certificate of insurance must be filed with the CITY prior to the execution of this Contract.

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<u>TYPE OF COVERAGE</u>	<u>MINIMUM RATES</u>
<u>WORKERS COMPENSATION</u> OR THE APPROVED EQUIVLENT OF AN ACCIDENT MEDICAL EXPENSE, WEEKLY ACCIDENT INDEMNITY AND ACCIDENTAL D & D POLICY	STATUTORY
<u>COMMERCIAL GENERAL LIABILITY</u>	
COVERAGE A - Each Occurrence	\$500,000
COVERAGE B - Personal & Advertising Injury General Aggregate other than Products/ Completed Operations	\$500,000
Products/Completed Operations Aggregate	\$500,000

NOTES:

- 1) Contractual liability coverage cannot be excluded.
- 2) OPERATOR will assume all liability for independent suboperators.

AUTOMOBILE LIABILITY

Bodily Injury Liability - Per Person	\$250,000
Bodily Injury Liability - Per Occurrence	\$500,000
Property Damage Liability - Per Occurrence	\$100,000
Garage Liability - Aggregate	\$500,000

NOTE:

Coverage must include all owned, scheduled, hired, and non-owned vehicles.

OTHER:

Garage keepers Legal Liability	\$200,000
On Hooks including Cargo Limit - Light/Medium Trucks	\$50,000
On Hooks including Cargo Limit - Heavy Trucks	\$300,000

The policy must list the City of Amarillo as an "additional insured" and require the company to give CITY 45 days advance notice of non-renewal, cancellation or other material changes by the carrier. **Failure to maintain the required insurance will result in immediate suspension of OPERATOR from the Rotation Log until such time as proof of the required insurance is provided to CITY.**

27. TRAINING VEHICLES. In further consideration to CITY for this Contract,

OPERATOR will provide OPERATOR'S proportionate share (on a rotation basis) of a maximum of one hundred (100) junked vehicles required by the Department and the CITY Fire Department for training purposes and shall deliver same to the location designated by the Department or CITY Fire Department. When training exercises have been completed OPERATOR will promptly remove the vehicle(s).

28. SAVINGS. In case of 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, 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.

29. NOTICES. Notice required by this Contract shall be complete upon actual receipt by the party to whom notice is sent. All notices required hereunder shall be hand delivered or mailed certified return receipt requested as follows:

CITY:

Purchasing Agent
City of Amarillo
P. O. Box 1971
509 East 7th Avenue, Room 303
Amarillo TX 79105-1971

With Copy to:
Cpt. Brad Lancaster
Amarillo Police Department

OPERATOR:

Name: _____
Attn: _____
Address: _____
City, State & Zip Code _____
Telephone: _____
Facsimile: _____
E-Mail: _____

or such other address as may be specified by notice in writing.

30. WAIVER OR AMENDMENT AND ESTOPPEL. Waiver, alteration, or modification of any of the provisions of this Contract shall not be binding unless such waiver, alteration, or modification is in writing and signed by an authorized representative of the parties. Failure by either party to enforce a breach of this Contract on one or more occasions shall not constitute a waiver of further breaches or estoppel enforcement on the subsequent occasions.

31. INDEPENDENT CONTRACTOR. The relationship created between the parties by this Contract is that of CITY and independent contractor. No agent, employee, or suboperator of OPERATOR is or will be deemed to be the employee, agent or servant of CITY. CITY is interested only in the results obtained under this Contract. The manner and means of conducting the work are under the sole control of OPERATOR. None of the benefits provided by CITY to its employees, including, but not limited to compensation insurance, hospitalization insurance, or unemployment insurance are available from CITY to the employees, agents, servants or suboperators of OPERATOR.

32. LABELS. The titles for each section are for convenience only and are non-substantive, and do not expand or limit the text of the section.

33. COUNCIL APPROVAL. Execution of this Contract by CITY is subject to approval by the Amarillo City Council.

34. NONDISCRIMINATION. OPERATOR will comply with all federal and state antidiscrimination and civil rights laws in performing services under this Contract.

35. ASSIGNMENT/TRANSFER. This Contract cannot be assigned or transferred without CITY'S prior written approval.

36. COSTS AND ATTORNEYS' FEES. If either party commences any legal action in a court of law against the other party arising out of this Contract, the prevailing party may recover its litigation expenses, including court costs, expert witness fees, discovery expenses and attorneys' fees.

37. PRIOR AGREEMENT. This Agreement supersedes and terminates any prior oral or written understandings or agreements between the parties.

EXECUTED this _____ day of _____, 2016.

CITY OF AMARILLO

By: _____
Terry Childers, Interim City Manager

ATTEST:

Frances Hibbs, City Secretary

OPERATOR

ATTEST:

By: _____

Printed Name: _____

EXHIBIT A FEES

ITEM	10,000 POUNDS OR LESS, FEES NOT TO EXCEED. . .	FOR CITY OF AMARILLO VEHICLES OVER 10,000 POUNDS, FEES NOT TO EXCEED. . .**	NOTES:
Towing charge	\$150.00 for accident tow \$135.00 for non-accident tow	\$150.00 per necessary tow vehicle	There is no mileage allowance for a point-to-point tow within the City.
Clean-up	Included in Tow Charge.	Included in tow charge	At every accident, must pick up glass, metal, plastic debris and properly dispose of such at storage facility.
Dolly	\$25.00 flat fee	-----	-----
Environmental Clean-up	\$25.00 per 15 minute increments. (This is in addition to any fee for time on scene below.)	\$25.00 per 15 minute increments. (This is in addition to any fee for time on scene below.)	Only upon request by police or fire officials at the scene. In addition to removal and disposal of debris (glass, metal, plastic etc.) OPERATOR will clean up of motor vehicle fluids spilled at scene and properly dispose of same in a manner authorized by the EPA and TNRCC. All associated costs in excess of amount paid under this Contract shall be borne by OPERATOR unless authorized by the vehicle owner. OPERATOR must note on tow ticket name of authorizing official, nature and amount of spill.
Storage Fee	If charged not less than \$5 nor more than \$20.00 per day (Vehicles that are 25 feet or less in length)	\$35.00 per day (Vehicles that exceed 25 feet in length)	Shall not charge in excess of one day's storage for a vehicle, which remains in storage less than twelve (12) hours notwithstanding the passage of midnight.
Mileage fee	\$2.00 per mile	\$2.50 per mile	Starts and ends at City limits outbound/inbound.
Time on scene over 15 minutes	\$30.00 per 15 minute increments	\$50.00 per 15 minute increment per necessary tow vehicle	For authorized time at scene in excess of 15 minutes.
Impoundment Fee	\$20.00	\$20.00	
Certified Letter Fee	Not to exceed State Allowable	Not to exceed State Allowable	
After Hours Vehicle/Personal Property Release	\$25.00	\$25.00	

**** ALL TOWS OF NON CITY VEHICLES OVER 10,000 POUNDS WILL BE CHARGED IN ACCORDANCE WITH OPERATOR'S POSTED TDLR RATES.**

E



Amarillo City Council Agenda Transmittal Memo



Meeting Date	November 15, 2016	Council Priority	Safety / Best Practices
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Department	Fire Department
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Agenda Caption

Supply Agreement for the purchase of fire truck parts:

Ferrara Fire Apparatus, Inc. -\$70,000.00

This supply agreement with Ferrara Fire Apparatus, Inc. for \$70,000 for the purchase proprietary parts for Ferrara-built fire trucks of all types.

Agenda Item Summary

The AFD currently owns nineteen Ferrara-built fire trucks that span 10 years. Building a fire truck is a custom process and the parts are either proprietary to Ferrara Fire Apparatus, Inc. or are unique to each specific build. Similar fire trucks will have different part numbers due to changes in year models, changes in the National Fire Protection Association (NFPA) standards, changes in the customer's design specifications, or changes in sub-vendor parts (Hale pumps, Allison Transmissions, Cummins engines, etc.). Ferrara maintains records of each fire truck that they build and the specifics of each part for each build in order to insure that the correct replacement part is ordered or, when the part is no longer available, to source an acceptable NFPA-approved alternative. Many of these sub-vendors, such as Hale Pumps, will not deal directly with a customer; they require that parts be purchased through an authorized vendor, such as Ferrara.

The past several years, the Amarillo Fire Department has spent between \$55,000 and \$65,000/year for parts specific to Ferrara-built fire trucks. The purpose of this agreement is to expedite the purchase process in an effort to reduce down-time of the AFD fleet while complying with the Purchasing Departments requisition process. This agreement will enable the Fire Fleet Manager, or authorized designee, to place fire truck parts orders through a supply agreement. This supply agreement is set at \$70,000 in parts and will expire upon the expenditure of funds or on the one-year anniversary of the agreement.

Requested Action

The Fire Department requests that the Council approve the supply agreement requisition for Ferrara Fire Apparatus, Inc. for \$70,000.

Funding Summary

The funding source is the AFD Auto Parts account #1910.52050

Community Engagement Summary

Bid No. 5607 FERRARA SUPPLY AGREEMENT
Opened 4:00 p.m. October 31, 2016

To be awarded as one lot FERRARA FIRE APPARATUS
INC

furniture and accessories, Ferrara fleet
parts and supplies as needed, per
specifications

1 ea

Unit Price \$70,000.000

Extended Price 70,000.00

Bid Total 70,000.00 

Award by Vendor 70,000.00



F

Amarillo City Council Agenda Transmittal Memo



Meeting Date	November 15, 2016	Council Priority	Contract Administration
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Department	1232: Office of Emergency Management
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Agenda Caption

Acceptance – FY2017 State Energy Conservation Agreement – Interlocal Cooperation Act, Interlocal Contract #CMD 17-6218JM

This item is acceptance of the FY2017 State Energy Conservation Agreement – Interlocal Cooperation Act, Interlocal Contract #CMD 17-6218JM between the Texas Comptroller of Public Accounts, State Energy Conservation Office and the City of Amarillo in the amount of \$184,459.00.

Agenda Item Summary

The City of Amarillo is a recipient to the Agreement-In-Principle program between the U.S. Department of Energy and State of Texas to provide for emergency management services related to the Pantex Plant. Local emergency management services are provided in accordance with the FY2017 State Energy Conservation Agreement – Interlocal Cooperation Act, Interlocal Contract #CMD 17-6218JM between the Texas Comptroller of Public Accounts, State Energy Conservation Office and the City of Amarillo.

Requested Action

Please place this agenda item on the November 15, 2016 City Council Consent Agenda to execute the State Energy Conservation Agreement – Interlocal Cooperation Act, Interlocal Contract #CMD 17-6218JM between the Texas Comptroller of Public Accounts, State Energy Conservation Office and the City of Amarillo.

Funding Summary

The City of Amarillo will be reimbursed up to \$184,459.00 in accordance with the FY2017 State Energy Conservation Agreement – Interlocal Cooperation Act, Interlocal Contract #CMD 17-6218JM Terms and Conditions for the grant period of October 1, 2016 through September 30, 2017.

Community Engagement Summary

The Pantex Plant Agreement-In-Principle program represents a modest impact on the community interjurisdictional emergency management program. Community engagement through the promotion of the need for the emergency management program is important for continued community support.

Staff Recommendation

It is recommended that City Council approve the acceptance of the FY2017 State Energy Conservation Agreement – Interlocal Cooperation Act, Interlocal Contract #CMD 17-6218JM.

STATE OF TEXAS

COUNTY OF TRAVIS

* **STATE ENERGY CONSERVATION**
* **AGREEMENT – Interlocal Cooperation Act**
INTERLOCAL CONTRACT # CMD 17-6218JM
CP

I. Parties

This Interlocal Agreement (“Agreement”) is made and entered into by the following parties:

Texas Comptroller of Public Accounts, (“Comptroller”)
State Energy Conservation Office
LBJ State Office Building
111 E. 17th Street, Room 1118
Austin, Texas 78774-0100

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

II. Authority

This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code Annotated; and the Agreement in Principle between the United States Department of Energy National Nuclear Security Administration Pantex Site Office and the State of Texas dated July 22, 2016 (“AIP”). Funding for this program is provided by federal funds approved by the United States Department of Energy (“DOE”). The AIP Cooperative Agreement (Award No. DE-NA0003285), as it may be amended from time to time, is hereby incorporated into this Agreement by reference for all purposes.

III. Services

Contractor shall provide all of the services described in this Agreement, which consists of this Agreement and all the documents listed below (“Attachments”). In addition, Contractor shall provide all services reasonably related to those specified in this Agreement and all Attachments. All of the following Attachments are attached hereto and incorporated into this Agreement for all purposes:

- Attachment A: Statement of Services to be Performed and Deliverables;
- Attachment B: Budget;
- Attachment C-1: U.S. Department of Energy Assurance of Compliance, Nondiscrimination in State Assisted Programs;
- Attachment C-2: U.S. Department of Energy Assurance of Compliance, Nondiscrimination in State Assisted Programs;
- Attachment D: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transactions;
- Attachment E: Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
- Attachment F: Disclosure of Lobbying Activities;
- Attachment G: Assurances – Non-Construction Programs;
- Attachment H: Intellectual Property Provisions;
- Attachment I: Subcontracting Provisions; Mandatory Flowdown Provision; and
- Attachment J: Nondisclosure Agreement.

In the event of a conflict, the documents shall control in the following order of precedence:

1. This Agreement, excluding Attachments;
2. Attachment A;
3. Attachment B;
4. Attachment J; and
5. Attachments C-1, C-2, D, E, F, G, H, and I.

Contractor represents and warrants that it completed and provided the following Attachments to Comptroller prior to executing this Agreement: C-1, D, E, F, G, H, and I. In addition, Contractor represents and warrants that each of its subcontractors will complete and provide an Attachment C-2 to Contractor and Comptroller prior to Contractor executing this Agreement.

Contractor shall retain full control over the personnel, equipment, supplies, and other items Contractor selects as necessary to provide all of the services described in this Agreement.

Contractor shall submit such records, information, and reports in such form and at such times as may be required by Comptroller; these reports shall include, but are not limited to, the reports specified in Attachment A.

Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to provide all of the required Services to Comptroller in the manner required by this Agreement. Comptroller shall look solely to Contractor for performance of this Agreement. Contractor shall provide the services under the direction of Comptroller. Contractor shall be the sole point of Agreement responsibility. Contractor shall be liable, both individually and severally, for the performance of all obligations under this Agreement, and shall not be relieved of the non-performance of any subcontractor.

IV. Payments

Total payments to Contractor under this Agreement shall not exceed **ONE HUNDRED EIGHTY-FOUR THOUSAND FOUR HUNDRED FIFTY-NINE AND NO/100 DOLLARS (\$184,459.00)**. Contractor's payments under this Agreement are limited to reimbursements of actual authorized costs and out-of-pocket expenses incurred pursuant to the budget provided in Attachment B. No other amounts shall be paid. Contractor shall submit each request for payment by submitting a detailed invoice to Comptroller, listing expenses by budget categories. Contractor shall submit invoices that are fully supported by receipts and such other documentation; Comptroller reserves the right, in its sole discretion, to withhold payment of invoices for which Contractor does not submit documentation acceptable to Comptroller. Contractor shall submit invoices no more often than monthly or at the discretion of Comptroller for services performed and costs incurred. All invoices for payment and reimbursement under this agreement must be received by Comptroller not later than sixty (60) days from the incurrence of the expense by Contractor. Failure by Contractor to comply with the foregoing requirement may act to reduce the liability of Comptroller to the sum of requests for payment received by the foregoing deadline referenced above. Contractor shall submit performance reports as required by Attachment A.

Contractor shall be reimbursed for authorized travel under this Agreement only if travel is a budget category in Attachment B. If travel is included in Attachment B and subject to the above-referenced sixty (60) day deadline, Contractor shall be reimbursed for reasonable out-of-pocket travel expenses at rates not to exceed the approved Texas Comptroller of Public Accounts employee rates.

Comptroller reserves the right, in its sole discretion, to authorize revisions to budgeted amounts to provide for flexibility within budget categories. Comptroller must give prior approval of all such revisions through its execution of a written amendment to this Agreement.

V. Term of Agreement

The term of this Agreement shall be from October 1, 2016 until September 30, 2021, unless terminated earlier in accordance with other provisions of this Agreement. Notwithstanding the termination or expiration of this Agreement, the provisions of this Agreement regarding confidentiality, indemnification, payments, records, and dispute resolution shall survive the termination or expiration dates of this Agreement.

VI. Termination

Comptroller may terminate this Agreement by delivering written notice of the termination to Contractor at least thirty (30) days prior to the effective date of termination specified in the notice.

Upon receipt of notice of termination from Comptroller, Contractor shall have thirty (30) days in which to complete projects which have been substantially performed. Upon receipt of such notice, Contractor shall cancel, withdraw or otherwise terminate any outstanding orders or subcontracts of this Agreement as of the effective date of such termination and shall otherwise cease to incur any costs. Comptroller shall have no liability for costs incurred after such termination date. Upon termination for a breach of this Agreement or failure to comply with the terms of this Agreement, Contractor may be required to return any or all funds to Comptroller. In the event that the federal government recoups money from the State of Texas for expenses or costs that are deemed unallowable by the federal government, Comptroller, on behalf of the State, has the right to, in turn, recoup payments made for these same expenses or costs from Contractor. If Comptroller retroactively recoups money due to a federal disallowance, then Comptroller will recoup the entire amount paid for the federally disallowed expenses or costs, not just the federal portion.

VII. Records Retention, Right to Audit, and Monitoring

A. Retention of Records. Contractor shall maintain and retain fiscal records and supporting documentation for all expenditures related to this Agreement at its principal office adequate to ensure that claims for grant funds are in accordance with applicable Comptroller and State of Texas requirements. Contractor shall maintain all such documents and other records relating to this Agreement for a period of seven (7) years after the date of submission of the final invoice or until a resolution of all billing questions, whichever is later.

B. Access to Records. Contractor shall give DOE, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, Comptroller, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Contractor pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Contractor. Contractor shall cooperate with auditors and other authorized representatives of Comptroller and the State of Texas and shall provide them with prompt access to all such property as requested by Comptroller or the State of Texas. By example and not as exclusion to other breaches or failures, the Contractor's failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize Comptroller to immediately terminate this Agreement. Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552 of the Texas Government Code.

C. Right to Audit. Comptroller may require, at Contractor's sole cost and expense, independent audits by a qualified certified public accounting firm of Contractor's books and records or the State's property. The independent auditor shall provide Comptroller with a copy of such audit at the same time it is provided to Contractor. Comptroller retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this Agreement. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Contractor or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or

audit. This Agreement may be amended unilaterally by Comptroller to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code. Contractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors or sub-contractors through the Contractor and the requirement to cooperate is included in any subcontract it awards. The state auditor shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Contractor relating to this Agreement.

D. Monitoring/Site Visits. Comptroller may also carry out monitoring and evaluation activities to ensure Contractor's compliance with the programs that are the subject of this Agreement and to make available copies of all financial audits and related management letters of Contractor and any subcontractors as required under any applicable federal or state law or guidelines. DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Contractor must provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

VIII. Indemnification

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND COMPTROLLER, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND COMPTROLLER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

IX. Subcontracting

Contractor may subcontract or sub-grant for the purposes of this Agreement as specifically authorized by Comptroller pursuant to the terms and subject to compliance with the flowdown provisions of Attachment I of this Agreement.

X. Amendments

This Agreement may only be amended upon the written agreement of the parties by executing an amendment to this Agreement; however, Comptroller may unilaterally amend this Agreement as provided in Sections VII and XVI.

XI. Funding

Comptroller's performance of its obligations under this Agreement is contingent upon and subject to availability of and actual receipt by Comptroller of sufficient and adequate funds from the sources contemplated by this Agreement. This Agreement is subject to immediate cancellation or termination, without penalty to Comptroller or the State of Texas, subject to the availability and receipt of these funds. In addition, Comptroller is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature. If Comptroller becomes subject to a legislative change, revocation of statutory authority or lack of funds that would render the services to be provided under this Agreement impossible or unnecessary, Comptroller may terminate this Agreement without penalty to Comptroller or the State of Texas. In the event of a termination or cancellation under this Paragraph,

Comptroller shall not be required to give notice and not be liable for damages or losses caused or associated with such termination or cancellation.

XII. Assignment

Without the prior written consent of Comptroller, Contractor may not transfer or assign any rights or duties under or any interest in this Agreement.

XIII. Property Rights

For the purposes of this Agreement, the term "Work" is defined as all reports, work papers, work products, materials, approaches, designs, specification, systems, documentation, methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under this Agreement. Comptroller and Contractor intend this Agreement to be a contract for services and each considers the Work and any and all documentation or other products and results of the services rendered by Contractor to be work made for hire. Contractor acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of Comptroller, including Work developed, produced, collected, compiled or generated by a subcontractor.

If for any reason the Work would not be considered work-for-hire under applicable law, Contractor does hereby sell, assign, and transfer to Comptroller, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, and incorporating the Work, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Contractor agrees to execute all papers and to perform such other property rights as Comptroller may deem necessary to secure for Comptroller or its designee the rights herein assigned.

Contractor and Contractor's employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of these services or any other property of Comptroller.

No later than the first calendar day after the termination or expiration of this Agreement or at Comptroller's request, Contractor shall deliver to Comptroller all completed, or partially completed, Work and any and all documentation or other products and results of these services. Failure to timely deliver such Work and any and all documentation or other products and results of services shall be considered a material breach of this Agreement. Except as otherwise provided for in this Agreement, Contractor shall not make or retain any copies of the Work or any and all documentation or other products and results of the services without the prior written consent of Comptroller.

In the event that Contractor has any rights in and to the Work that cannot be assigned to Comptroller, Contractor hereby grants to Comptroller an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, such rights, to make, have made, use, sell and offer for sale any products developed by practicing such rights, and to otherwise use such rights, with the right to sublicense such rights through multiple levels of sublicensees.

Contractor shall not purchase any equipment or computer software for its performance under this Agreement without prior written approval from Comptroller. For this purpose, equipment is defined as tangible personal property having a useful life of more than one year and an acquisition cost of five thousand dollars (\$5,000.00) or more per unit. To the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made. Title to and control over equipment or license of any software so purchased for Contractor's performance under this Agreement shall remain with the Contractor so long as it is being used for the purpose for which it was intended under the terms of this Agreement. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by the DOE in the priority

order specified in 2 CFR Part 200.313(c)(1)(i) and (ii). When equipment acquitted is no longer needed, Contractor must obtain disposition instructions from DOE or Comptroller.

To the extent permitted under the Constitution and laws of the State of Texas, in the event of any conflicting provisions between this Section and Attachment H, Attachment H shall control.

XIV. Severability Clause

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

XV. Dispute Resolution Process

Chapter 2260 of the Texas Government Code ("Chapter 2260") prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. As required by Chapter 2260, Comptroller has adopted rules under Chapter 2260, codified at 34 Texas Administrative Code §§1.360 – 1.387, and may adopt revisions to these rules throughout the term of this Agreement, including any extensions. Contractor shall comply with such rules.

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by Comptroller and Contractor to attempt to resolve any claim for breach of contract made by Contractor under this Agreement:

- (A) Contractor's claim for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by Chapter 2260, to the Deputy Comptroller or his or her designee. Said notice shall also be given to all other representatives of Comptroller and Contractor otherwise entitled to notice under this Agreement. Compliance by Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- (B) The contested case process provided in Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for an alleged breach of contract by Comptroller if the parties are unable to resolve their disputes under subparagraph (A) of this Section.
- (C) Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practice and Remedies Code. Neither the execution of this Agreement by Comptroller nor any other conduct of any representative of Comptroller relating to this Agreement shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of contract claims or disputes under this Agreement, the following shall apply:

Should a dispute arise out of this Agreement, Comptroller and Contractor shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by Comptroller and Contractor within fifteen (15) days after written notice by one of them demanding mediation under this Section. Contractor shall pay all costs of the mediation unless Comptroller, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, Comptroller and Contractor may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that Comptroller and Contractor shall in

good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. Comptroller's participation in or the results of any mediation or another non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by Comptroller of: (1) any rights, privileges, defenses, remedies or immunities available to Comptroller as an agency of the State of Texas or otherwise available to Comptroller; (2) Comptroller's termination rights; or (3) other termination provisions or expiration dates of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, Contractor shall continue performance and shall not be excused from performance during the period any breach of Contract claim or dispute is pending under either of the above processes; however, Contractor may suspend performance during the pendency of such claim or dispute if Contractor has complied with all provisions of §2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

XVI. Applicable Law and Conforming Amendments

Contractor shall comply with all laws, regulations, requirements and guidelines applicable to a contractor providing services to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. Comptroller reserves the right, in its sole discretion, to unilaterally amend this Agreement prior to award and throughout the term of this Agreement to incorporate any modifications necessary for Comptroller's or Contractor's compliance with all applicable state and federal laws, regulations, requirements and guidelines. Based upon revisions to OMB Circular A-133, subrecipients (contractors) expending \$750,000 or more in total Federal funds during their fiscal year shall obtain an A-133 audit. Other than this provision, this Agreement may only be amended by the written agreement of the parties.

XVII. Additional Provisions

17.1 Time Limits. Time is of the essence in the performance of this Agreement and accordingly all time limits shall be strictly construed and rigidly enforced.

17.2 No Waiver. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Comptroller as an agency of the State of Texas or otherwise available to Comptroller. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Comptroller under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Comptroller does not waive any privileges, rights, defenses, remedies, or immunities available to Comptroller as an agency of the State of Texas, or otherwise available to Comptroller, by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement. **The modification of any privileges, rights, defenses, remedies, or immunities available to Comptroller must be in writing, must reference this section, and must be signed by Comptroller to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to Comptroller shall not constitute waiver of any subsequent privileges, rights, defenses, remedies, or immunities under this Agreement or under applicable law.**

17.3 No Liability Upon Termination. If this Agreement is terminated for any reason, the parties and the State of Texas shall not be liable for any damages, claims, losses, expenses, costs or any other amounts arising from or related to any such termination.

17.4 Limitation on Authority; No Other Obligations. Contractor shall have no authority to act for or on behalf of Comptroller or the State of Texas except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. Contractor may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Comptroller.

17.5 No Other Benefits. Contractor shall have no exclusive rights or benefits other than those set forth herein.

17.6 Force Majeure. Except as otherwise provided, neither Contractor nor Comptroller shall be liable to the other for any delay in, or failure of performance, of any requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure or otherwise waive this right as a defense.

17.7 Debts or Delinquencies to State. Contractor acknowledges and agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under or related to this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes Contractor owes the State of Texas until the debt or delinquent taxes are paid in full. These provisions are effective at any time Contractor owes any such debt or delinquency. Contractor shall comply with rules adopted by the Comptroller under Sections 403.055, 403.0551, and 2252.903 of the Texas Government Code, and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

Furthermore, Contractor acknowledges and agrees that any obligation to refund or return grant funds based on termination or breach of this Agreement entered into by Contractor and Comptroller creates "a debt to the state" for purposes of Section 403.055 of the Texas Government Code. Contractor further acknowledges and agrees that the terms of this Agreement are sufficient to create a debt by agreement between the Contractor and Comptroller. Comptroller agrees that it shall provide Contractor the opportunity to contest the amount due or the existence of a breach through an internal administrative review process which shall be determined by Comptroller. Applicant's failure to return any amount owed upon conclusion of Comptroller's administrative review process shall allow Comptroller to use the warrant-hold process under Section 403.055 of the Texas Government Code as a means of enforcing Contractor's compliance with the terms of the Grant Agreement or to recover grant funds required to be returned by Contractor under the terms of this Agreement.

If Contractor is a "local government entity" as defined under Section 271.151 of the Texas Local Government Code, Contractor acknowledges and agrees that this Agreement is a written contract stating the essential terms for providing services to Contractor, and therefore, this Agreement is subject to Chapter 271, Subchapter I, of the Local Government Code which waives sovereign immunity for certain breach of contract claims.

17.8 Comptroller's Anti-Fraud Policy. Comptroller's Anti-Fraud Policy. Contractor represents and warrants that it has read and understood and shall comply with Comptroller's Anti-Fraud Policy located on Comptroller's website at <http://www.window.texas.gov/ssv/ethics.html>, as such Policy currently reads and as it is amended throughout the term of this Agreement.

17.9 No Conflicts. Contractor represents and warrants that Contractor has no actual or potential conflicts of interest in providing services to Comptroller under the Contract and that Contractor's provision of services under the Contract would not reasonably create an appearance of impropriety. Without limitation on the foregoing, other disclosures required under this Contract, and other prohibited work provisions of this Contract, Contractor shall, throughout the term of this Contract, comply with and provide all of the following: provide to Comptroller, upon request, a copy of Contractor's most recent audit, if any, together with a full disclosure of any and all internal control weaknesses, if any; disclose and describe in detail Contractor's most recent peer review, if any, stating the date of the review and irregularities, if any, and concluding comments; disclose and describe in detail any emerging irregularities, if any, that could materially affect Comptroller's interests; and disclose and describe in detail how Contractor examines whether Contractor's outside auditors provide consulting or other services to Contractor or Contractor's clients or to Comptroller.

17.10 Texas Public Information Act; Confidential Information. Each party is responsible for complying with the provisions of Chapter 552, Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. Comptroller and Contractor expect that all information exchanged between them will be public information. In the event confidential information is exchanged, Comptroller and Contractor shall comply with all applicable state and federal laws and regulations regarding confidentiality, privacy, and security of information. Responses to requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act.

17.11 Patent, Trademark, Copyright and Other Infringement Claims. Contractor shall defend and indemnify Comptroller and the State of Texas against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from Comptroller's or Contractor's use of or acquisition of any services or other items provided to Comptroller by Contractor or otherwise to which Comptroller has access as a result of Contractor's performance under this Agreement, provided that Comptroller shall notify Contractor of any such claim within a reasonable time of Comptroller's receiving notice of any such claim. If Contractor is notified of any claim subject to this Section, Contractor shall notify Comptroller of such claim within five (5) working days of such notice. If Comptroller determines that a conflict exists between its interests and those of Contractor or if Comptroller is required by applicable law to select separate counsel, Comptroller shall be permitted to select separate counsel and the reasonable costs of such Comptroller's counsel shall be paid by Contractor. Contractor shall make no settlement of any such claim without Comptroller's prior written approval. Contractor shall reimburse Comptroller and the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Contractor represents that it has determined what licenses, patents and permits are required under this Agreement and has acquired or will acquire all such licenses, patents and permits prior to commencement of services under this Agreement.

17.12 DTPA; Unfair Business Practices. Contractor represents and warrants that it has not been the subject of a Deceptive Trade Practices Act (DTPA) or any unfair business practice administrative hearing or court suit and that Contractor has not been found to be guilty of such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of a DTPA claim or any unfair business administrative hearing or court suit and that such officers have not been found to be guilty of such practices in such proceedings.

17.13 Immigration. Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Illegal Reform and Immigrant Responsibility Act of 1996 regarding employment verification and retention of verification forms for any individuals hired, who will perform any labor or services under this Agreement. Contractor also represents and warrants that it shall comply with the requirements of the Immigration Act of 1990 enacted on November 29, 1990, regarding creation of the lottery system for granting visas, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 enacted on September 30, 1996 which created three year, ten year and permanent bars to entrance into the United States.

17.14 Antitrust. Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, nor anyone acting for such firm, corporation or institution has violated Texas antitrust laws or federal antitrust laws, nor communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business.

17.15 Texas Family Code. Under Section 231.006, Texas Family Code (relating to child support), Contractor certifies that the individual or business entity named in this Agreement is eligible to receive payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

17.16 Criminal Conviction Certification. Contractor certifies that neither Contractor or any of its employees, agents, or representative, including any subcontractors and employees, agents, or representative of such subcontractors, to be assigned to the services hereunder, has been convicted of a felony criminal offense, or that if such a conviction has occurred or occurs during the term of this Agreement, Contractor will immediately fully advise Comptroller as to the facts and circumstances.

17.17 Financial Interests; Gifts. Contractor represents and warrants that neither contractor nor any person or entity which will participate financially in this Agreement has received compensation from Comptroller for participation in preparation of specifications for this Agreement. In addition, under Section 2155.004, Texas Government Code, Contractor certifies that it is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate. Contractor represents and warrants that it has not given, 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 any public servant or employee in connection with this Agreement. Contractor certifies that it is in compliance with Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency.

17.18 Buy Texas. Contractor represents and warrants that, in accordance with Section 2155.4441, Texas Government Code, it shall purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time.

17.19 False Statements; Breach of Representations. By signature to this Agreement, Contractor makes all the representations, warranties, covenants, and certifications included in this Agreement. Notwithstanding any provision of this Agreement to the contrary, if Contractor signs this Agreement with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, covenants or certifications included in this Agreement, Contractor shall be in default under this Agreement and Comptroller may terminate or void this Agreement for cause and pursue other remedies available to Comptroller under this Agreement and applicable law.

17.20 Prohibited Use of Appropriated or Other Funds Under Control of State Agency; Lobbying. Contractor represents and warrants that Comptroller's payment to Contractor and Contractor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005, 556.0055, or 556.008, Texas Government Code.

17.21 Certification Concerning Hurricane Relief. Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certifications inaccurate.

17.22 Debarred Vendors List. Contractor represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement and that Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

17.23 Drug Free Workplace. Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.

XVIII. Notice

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

Comptroller: Texas Comptroller of Public Accounts
State Energy Conservation Office
111 E. 17th Street, Room 314
Austin, Texas 78774

Contractor: City of Amarillo
P.O. Box 1971
Amarillo, Texas 79105-1971

XIX. Merger

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent writing, signed by both parties.

XX. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Agreement on behalf of the respective parties. The Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

Texas Comptroller of Public Accounts

City of Amarillo

By _____

By _____

Mike Reissig
Deputy Comptroller

Paul Harpole
Mayor

Date _____

Date _____

ATTACHMENT A

STATEMENT OF SERVICES TO BE PERFORMED AND DELIVERABLES

- A. Contractor shall perform all of the services and provide all deliverables described in this Attachment A, or otherwise required by this Agreement. These include, but are not limited to, the furnishing of all personnel and the procurement of all equipment, supplies, and other items necessary to provide those services in compliance with this Agreement. Contractor shall review and implement Comptroller recommendations, as Comptroller adopts them from time to time, so that the services may be expeditiously and satisfactorily completed. Contractor shall meet with Comptroller at such times as Comptroller may reasonably request to discuss the progress of services and any other matters that may arise in regard to this Agreement.
- B. Contractor shall participate in quarterly status meetings with the U.S. Department of Energy; prepare an annual project description and cost estimate for activities to be conducted in Fiscal Years 2017 through 2021; prepare quarterly technical progress reports; propose modifications to the Agreement in Principle (AIP) and the associated grant as appropriate; participate in technical and Pantex-related meetings to discuss activities or issues related to the Pantex Plant; provide, as appropriate, reports and brochures for public education on the Pantex Plant; and participate in tours, meetings, and symposia.
- C. Contractor shall provide the following deliverables, including all reasonably related services, during the period of this Agreement and all services reasonably related to them. Comptroller may request additional records, information or reports related to the services hereinafter described and funded by Comptroller pursuant to Attachment B. These services are as follows:

Task I: General

1. Provide qualified personnel for appropriate level of security clearance to conduct those activities under the AIP Grant that require a security clearance based upon a "need-to-know." Security clearances will be funded by the U.S. Department of Energy.
2. Require individuals with security clearances to notify their Pantex Plant sponsor when they will be on site at Pantex, providing the date(s) and time(s).
3. Require individuals with security clearances to be responsible for renewing their badges and keeping them current.
4. Provide a brief position description for personnel who are partially or fully funded with AIP funds as part of the annual scope of work. Include the roles and responsibilities for each position funded, along with the percentage of time budgeted for AIP activities.

Task II: Emergency Management

1. Review and provide comments on changes/revisions to the Pantex Plant hazard assessment and other emergency planning documents that affect off-site agencies, as appropriate. Maintain current copies of applicable Pantex Plant emergency planning documents provided to the State and local governments.
2. Update appropriate plans, annexes, and procedures pertaining to a radiological and/or hazardous material incident at the Pantex Plant. Prior to completion of the updating process, solicit comments from Pantex officials. Once published, provide copies of applicable local emergency plans and procedures related to the Pantex Plant to NPO.
3. In coordination with Pantex officials, design, schedule, conduct and evaluate periodic joint emergency exercises and drills. Engage with NPO officials in an annual workshop to schedule drills and exercises. Maintain a five-year joint exercise and drill schedule and update it annually. Participate in such exercises and drills to the extent possible with at least one full exercise participation, to include off-site facilities such as the Joint Information Center (JIC) and the Amarillo Reception Center, every three

years. Full exercise participation is defined as appropriate demonstration of multi-agency coordination and incident command system response by AIP Task III members (TDEM, DPS, DSHS, and local jurisdictions within the EPZ) in the Pantex exercise to an extent required by the Pantex exercise scenario.

4. Require personnel whose positions are funded at least 50% by the AIP to participate and support the Pantex annual exercise unless otherwise agreed to by the NPO Emergency Preparedness Program Manager.
5. Meet periodically with the NPO and Pantex Plant emergency management staff to review and resolve emergency management issues and coordinate emergency management activities, to include recovery from a radiological incident.
6. Participate in periodic notification exercises and communications drills.
7. Coordinate appropriate Memorandums of Understanding (MOU), Memorandums of Agreement (MOA), or other agreements with the Pantex Plant, state and local governments for emergency response assets and capabilities that may be needed to support emergency operations at the Pantex Plant.
8. In the event of an incident at the Pantex Plant potentially affecting the off-site population, respond to the extent and in the manner identified in respective state and local emergency management plans and mutual aid agreements.
9. In conjunction with the NPO, coordinate training on Pantex-related hazards and response protocols for State and local governments, as needed.
10. Assist in the development and dissemination of public information focused on Pantex Plant hazards, public protective actions, warning systems, and emergency preparedness information to areas surrounding the Pantex Plant. Assist in creating an annual calendar before December 1st each year to be distributed to the public located within the Pantex EPZ. The annual calendar will provide pertinent emergency management and protective action information related to the Pantex Plant. This calendar will be compiled, edited and published under the direction of the local AIP organizations.
11. Coordinate with the Pantex Plant an emergency public information program to include coordination of emergency preparedness information and inclusion of State and local governments in the operation of a Joint Information Center (JIC).
12. Assist in the development and implementation of a local government-operated Reception Center for the receipt of displaced families, individuals and animals from a Pantex Plant Operational Emergency, to include the capability to receive, monitor, and if necessary, decontaminate.
13. Provide support for establishment and maintenance of public warning systems in the Pantex Plant 10-mile EPZ. This will include coordination of testing and activation protocols with local governments, the Pantex Plant and the National Oceanic and Atmospheric Administration, National Weather Service.
14. Provide support for direction and control facilities, mobile command platforms, and communication/data systems used by State and local governments in response to an incident at the Pantex Plant.
15. Provide certification annually that the City of Amarillo has implemented and is fully compliant with the National Incident Management System (NIMS) in accordance with the provisions of HSPD-5 and HSPD-8, and the Secretary of Homeland Security's Letter to the Governors, dated September 8, 2004.
16. In the event of an Operational Emergency at the Pantex Plant, ensure a timely, clear, accurate and effective information exchange occurs between State and local governments and the Pantex Plant. This includes receiving initial briefings and ongoing information sufficient for the protection of public health, safety and security, coordination of response, Emergency Operations Center (EOC) interfaces, public information activities, and logistical support.

D. Contractor shall provide the following services as requested by Comptroller in writing during the period of this Agreement and all services reasonably related to them. Comptroller may request additional records, information or reports related to the services hereinafter described and funded by Comptroller pursuant to Attachment B. At a minimum, the deliverables and milestones identified on the following chart must be provided by Contractor to Comptroller by the specified due date:

<u>Deliverables and Milestones</u>	<u>Schedule</u>
1. Perform the tasks indicated in this statement of services	ongoing
2. Participate in status meetings with DOE and the State Energy Conservation Office	as scheduled
3. Prepare a Project Description and Cost Estimate	annually (upon request)
4. Prepare Quarterly Reports	October thru December <i>Due by January 20th</i> January thru March <i>Due by April 20th</i> April thru June <i>Due by July 20th</i> July thru September <i>Due by October 20th</i>
5. Maintain a current inventory of equipment purchased with AIP funds	ongoing
6. Submit an annual inventory list of equipment purchased with AIP funds	annually (upon request)
7. Prepare a Final Technical Report	30 days after contract termination

ATTACHMENT B Contract No. 17-6218JM

BUDGET

	FY2017
<u>PERSONNEL</u> ¹	
Salaries:	\$ 77,871.00
Benefits	\$ 35,428.00
<u>TRAVEL</u> ²	
Airfare, per diem, mileage, and other direct travel expenses	\$ 5,000.00
<u>EQUIPMENT</u> ³	\$ 10,000.00
<u>SUPPLIES</u>	\$ 9,500.00
<u>OTHER</u>	
Operating expenses, minor office equipment, cell phones	\$ 24,000.00
<u>INDIRECT COSTS</u>	\$ 22,660.00
<u>TOTAL BUDGET</u>	\$ 184,459.00

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

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

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

ATTACHMENT C-1

DOE F 1600.5
(06-94)
All Other Editions Are Obsolete

OMB Control No.
1910-0400

U.S. DEPARTMENT OF ENERGY Assurance of Compliance Nondiscrimination in State Assisted Programs

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422-GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

City of Amarillo (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1977 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10 Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance funding extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which the Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, and disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to

the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be serviced by race, color, national origin, sex, and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

<hr/>	
Designated Responsible Employee Kevin Starbuck, Emergency Management Coordinator	806-378-3077
Name and Title (Printed or Typed)	Telephone Number
<hr/>	<hr/>
Signature	Date
<hr/>	
Contractor City of Amarillo	
Name of Organization P.O. Box 1971 Amarillo, Texas 79105-1971	Telephone Number
Address	
<hr/>	<hr/>
Authorized Official: Paul Harpole, Mayor	806-378-3010
Name and Title (Printed or Typed)	Telephone Number
<hr/>	<hr/>
Signature	Date

ATTACHMENT C-2

DOE F 1600.5
(06-94)
All Other Editions Are Obsolete

OMB Control No.
1910-0400

U.S. DEPARTMENT OF ENERGY Assurance of Compliance Nondiscrimination in State Assisted Programs

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(Enter Name of Subcontractor) _____ (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1977 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10 Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

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The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

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The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be serviced

by race, color, national origin, sex, and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

Designated Responsible Employee of Subcontractor:

Kevin Starbuck, Emergency Management Coordinator 806-378-3077

Name and Title (Printed or Typed)

Telephone Number

Signature **Date**

Subcontractor

Telephone Number

Address

Authorized Official of Subcontractor:

Paul Harpole, Mayor 806-378-3010

Name and Title (Printed or Typed)

Telephone Number

Signature **Date**

ATTACHMENT D

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

Instructions for Certification

1. The prospective lower tier participant is required to sign the attached certification.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principle," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

City of Amarillo
Organization Name

Paul Harpole, Mayor
Name and Title of Authorized Representative

Signature

Date

ATTACHMENT E
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all 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.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
-

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

**ALTERNATE I
(GRANTEES OTHER THAN INDIVIDUALS)**

- (1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The 's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing, of his or her conviction for a violation of criminal drug statute occurring in the work-place not later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to energy grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point

for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate actions against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act 9f 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- (2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance:
(Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

- (1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substances in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**4. LOBBYING DISCLOSURE ACT OF 1995,
SIMPSON-CRAIG AMENDMENT**

Applicant organization which are described in section 501 (c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, shall not be eligible for the receipt of Federal funds constituting an award, grant, or loan. Section 501(c)(4) of the Internal Revenue Code of 1986 covers:

Civic leagues or organizations not organized for profit but operated exclusively for the promotion of social welfare, or local associations of employees, the membership of which is limited to the employees of a designated persons or person in a particular municipality, and the net earning of which

are devoted exclusively to charitable, educational, or recreational purposes.

As set forth in the Lobbying Disclosure Act of 1995 (Public Law 104-65, December 19, 1995), as amended [“Simpson-Craig Amendment,” see Section 129 of The Balanced Budget Downpayment Act, I (Public Law 104-99, January 26, 1996)], lobbying activities is defined broadly. (See section 3 of the Act.)

The undersigned certifies, to the best of his or her knowledge and belief, that: it IS NOT an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986: OR that it IS an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986, which, after December 31, 1995, HAS NOT engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

City of Amarillo
Name of Applicant

Agreement in Principle Grant
Pre/Award Number and/or Project Name

Paul Harpole, Mayor
Printed Name and Title of Authorized Representative

Signature

Date

ATTACHMENT F

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action: _____</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: _____</p> <p>a. bid/offer/application b. initial award c. post award</p>	<p>3. Report Type: _____</p> <p>a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>Name Address</p> <p>_____ Prime _____ Subawardee Tier, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, If known:</p>	<p>9. Award Amount, if known:</p>	
<p>10.a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>10.b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ _____ actual _____ _____ planned</p>	<p>12. Form of Payment (check all that apply):</p> <p>a. cash b. in-kind; specify: nature _____ value _____</p>	
<p>13. Type of Payment (check all that apply):</p> <p>_____ a. retainer _____ c. commission _____ e. deferred _____ b. one-time fee _____ d. contingent fee _____ f. other; specify _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes _____ No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annual and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure</p>	<p>Authorized Representative: Paul Harpole _____</p> <p>Title: Mayor _____</p> <p>Signature: _____</p> <p>Telephone: 806-378-3077 _____</p> <p>Date: _____</p>	

ATTACHMENT G

ASSURANCES -- NON-CONSTRUCTION PROGRAMS OMB Approval No. 0348-0040

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 costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller, 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 nineteen 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 with the 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.
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 sub-agreements.

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 flood plains 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 (Clear Air) Implementation Plans under Section 176(c) of the Clear 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. 469 a-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.

Signature of Authorized Certifying Official	Mayor
City of Amarillo	Title
Applicant Organization	Date Submitted

ATTACHMENT H

INTELLECTUAL PROPERTY PROVISIONS

AUTHORIZATION AND CONSENT (41 CFR 9-9.102-1)

The Government hereby gives its authorization and consent (without prejudice to any rights of indemnification) for all use and manufacture, in the performance of this grant or any part hereof or any amendment hereto or any subcontract hereunder (including all lower-tier subcontracts hereunder), of any invention described in and covered by a patent of the United States.

- (a) embodied in the structure or composition of any article, the delivery of which is accepted by the Government under this grant, or
- (b) utilized in the machinery, tools, or methods, the use of which necessarily results from compliance by the Contractor or the using subcontractor with
 - (i) specifications or written provisions now or hereafter forming a part of this grant, or
 - (ii) specific written instructions given by the Contracting Officer directing the manner of performance.

The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clauses, if any, included in this grant or any subcontract hereunder (including all lower-tier subcontracts hereunder), and the Government assumes liability for all other infringement to the extent of the authorization and consent herein above granted.

PATENT INDEMNITY (41 CFR 9-9.103-1)

If the amount of this contract is in excess of \$10,000 the contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent (except U.S. letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the Government) arising out of the manufacture or delivery of supplies or out of construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work. The foregoing indemnity shall not apply unless the contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to: (a) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the contractor; (b) an infringement resulting from addition to or change in, such supplies or components furnished or construction work performed which addition or change was made subsequent to delivery or performance by the contractor; or (c) a claimed infringement which is settled without the consent of the contractor, unless required by final decree of a court of competent jurisdiction.

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (41 CFR 9-9.104(b))

The provisions of this clause shall be applicable only if the amount of this grant exceeds \$10,000.

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this grant of which the Contractor has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this grant or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

- (c) This clause shall be included in all contracts and subgrants under this grant.

REPORTING OF ROYALTIES (41 CFR 9-9.110)

If this grant is in an amount which exceeds \$10,000 and if any royalty payments are directly involved in the grant or are reflected in the grant price to the Government, the Contractor agrees to report in writing to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) during the performance of this grant and prior to its completion of final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this grant together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of DOE of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

RIGHTS IN TECHNICAL DATA (SHORT FORM)

- (a) Definitions. The definitions of terms set forth in DEAR 927.401 apply to the extent these terms are used herein.

- (b) Allocation of Rights.

- (1) The Government shall have:

- (i) Unlimited rights in technical data first produced or specifically used in the performance of this grant;
- (ii) The right of the Contracting Officer or his representatives to inspect, at all reasonable times up to three years after final payment under this grant, all technical data first produced or specifically used in the grant (for which inspection the Contractor or its contractor or subcontractor shall afford proper facilities to DOE); and
- (iii) The right to have any technical data first produced or specifically used in the performance of this grant delivered to the Government as the Contracting Officer may from time-to-time direct during the progress of the work, or in any event as the Contracting Officer shall direct upon completion or termination of this grant.

- (2) The Contractor shall have:

The right to use for its private purposes, subject to patent, security or other provisions of this grant, technical data it first produces in the performance of this grant provided the date requirements of this grant have been met as of the date of the private use of such data. The Contractor agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from DOE or a DOE contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon, unless use is specially authorized by prior written approval of the Contracting Officer.

- (c) Copyrighted Material.

- (1) The Contractor agrees to, and does hereby grant to the Government, and to others acting on its behalf:

- (i) A royalty-free, nonexclusive, irrevocable, worldwide license for Governmental purposes to reproduce, distribute, display, and perform all copyrighted material first produced or composed in the performance of this grant by the Contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material and to prepare derivative works based thereon; and
- (ii) A license as aforesaid under any and all copyrighted or copyrighted work not first produced or composed by the Contractor in the performance of this grant but which is incorporated in the material furnished under the grant, provided that such license shall be only to the extent the Contractor now has, or prior to completion or close-out of the grant, may acquire the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

- (2) The Contractor agrees that it will not knowingly include any material copyrighted by others in any written or copyrighted material furnished or delivered under this grant without a license as provided for in subparagraph (c)

(1) (ii) of this section, or without the consent of the copyright owner, unless it obtains specific written approval of the Contracting Officer for the inclusion of such copyrighted material.

RIGHTS TO PROPOSAL DATA (TECHNICAL) (48 CFR 52.227-23)

It is agreed that as a condition of award of this grant or modification and notwithstanding the conditions of any notice appearing on the proposal(s), the Government shall have the right to use, duplicate, and disclose and have others to do so for any purpose whatsoever, the technical data contained in the proposal(s) upon which the grant or modification is based.

City of Amarillo
Organization Name

Paul Harpole, Mayor
Name and Title of Authorized Representative

Signature

Date

ATTACHMENT I

SUBCONTRACTING PROVISIONS; MANDATORY FLOWDOWN PROVISION

Undersigned Contractor, if subcontracting any of its performance hereunder, shall legally bind Subcontractors to perform and make such Subcontractors subject to all the duties, requirements, and obligations of Contractor under this Agreement. Contractor shall be jointly and severally liable for all performances under this Agreement, including, but not limited to, the performance of its Subcontractors to the extent permitted under the Constitution and laws of the State of Texas.

Contractor represents and warrants that it has obtained all necessary permits, licenses, easements, waivers and permissions of whatsoever kind required for its performance and the performance of its Subcontractors under this Agreement. In no event shall any provision of this Attachment I, including, but not limited to, the requirement that Contractor obtain the prior approval of Comptroller on Contractor's proposed subcontracts, be construed as relieving Contractor of the responsibility for ensuring that all services rendered under any subcontracts comply with all the terms and provisions of this Agreement as if they were rendered by Contractor. Contractor shall, upon request, furnish Comptroller with copies of all proposed subcontracts and all proposed amendments, assignments, cancellations or terminations of said subcontracts no later than thirty (30) days prior to the proposed effective date of such contracts, amendments, assignments, cancellations or terminations; provided, however, that this thirty (30) day period may be shortened by written agreement of the parties. Upon request from Comptroller, Contractor shall provide any and all documentation deemed necessary by Comptroller to evidence Subcontractors compliance with all terms, conditions and performance pertaining to the Agreement and all applicable law.

As the duly authorized representative of the Contractor, I hereby certify that Contractor and subcontractor will comply with the above requirements.

CONTRACTOR: CITY OF AMARILLO

By: _____
Paul Harpole
Mayor

Date: _____

ATTACHMENT J

Nondisclosure Agreement

In consideration of Comptroller entering into the Agreement with Contractor and because of the sensitivity of certain information provided to Contractor, both parties agree that, subject to Section XIII (Property Rights) of the Agreement, all information provided to Contractor by Contractor under the Agreement (“Confidential Information”) must remain confidential subject to release only upon prior written approval of Comptroller, and more specifically agree as follows:

1. The Confidential Information may be used by Contractor only to assist Contractor in connection with the business relationship contemplated in the performance of the Agreement with Comptroller.
2. Contractor shall not, at any time, use the Confidential Information in any fashion, form, or manner except in its capacity as an independent contractor to Comptroller.
3. Unless otherwise provided in the Agreement, Contractor agrees to maintain the confidentiality of all Confidential Information in the same manner that it protects the confidentiality of its own materials of like kind, but in no event less than reasonable care. Contractor shall take reasonable precautions to protect the Confidential Information including, but not limited to, not disclosing Confidential Information in any manner to any person, firm, or entity, except for authorized employees, agents, or contractors of Contractor with a need to know who are bound by confidentiality obligations at least as stringent as those contained in this agreement prior to any disclosure of such Confidential Information.
4. The Confidential Information may not be copied, reproduced, disclosed, distributed, or otherwise divulged without Comptroller’s prior written approval. Confidential Information and any copies thereof shall be Comptroller’s exclusive property.
5. All Confidential Information made available to Contractor, including copies thereof, must be returned to Comptroller upon the first to occur of (a) expiration or termination of the Agreement, or (b) request by Comptroller.
6. The foregoing does not prohibit or limit Contractor’s use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, provided such prior knowledge was not subject to a confidentiality obligation, (b) independently developed by it, (c) acquired by it from a third party under no obligation of confidentiality to Comptroller, (d) which is or becomes part of the public domain through no breach by Contractor of this nondisclosure agreement or other contractual obligations to Comptroller, or (e) approved by Comptroller in writing for unrestricted disclosure.
7. If Contractor is required by applicable law, regulation, or legal process to disclose any Confidential Information, then Contractor shall provide Comptroller with prompt notice of any such requirement prior to delivery of the Confidential Information to allow Comptroller a reasonable opportunity to seek a protective order or equivalent.
8. This nondisclosure agreement shall become effective as of the date Confidential Information is first made available to Contractor and shall survive the expiration or termination of the Agreement and be a continuing requirement.
9. The breach of this nondisclosure agreement by Contractor shall entitle Comptroller to immediately terminate the Agreement with Contractor upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this nondisclosure agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether Comptroller elects to terminate the Agreement with Contractor upon the breach hereof, Comptroller may require Contractor to pay to Comptroller the sum of \$5,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to Comptroller in the event of a breach hereof by Contractor of this nondisclosure agreement. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this nondisclosure agreement.
10. This nondisclosure agreement is governed by and construed under the laws of the State of Texas. Any and all obligations of this agreement are due in Travis County, Texas and venue is proper in only such county.

City of Amarillo

Paul Harpole, Mayor

Name and Title of Authorized Representative

Signature

Date

BOARDS AND COMMISSIONS – VACANCIES

11



Amarillo Hospital District (2-year terms)

10/09/2012	Smith Ellis	10/01/2016
10/09/2012	Mark Logsdon	10/01/2016
11/23/2010	Chuck Speed	10/01/2016

Amarillo-Potter Events Venue District (2-year terms)

10/01/2001	Tom Bivins	10/01/2016
10/01/2004	Dean Roper	10/01/2016

Animal Management & Welfare (3-year terms)

01/05/2016	Andrea Slater Gulley	01/06/2019 (resigned)
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Community Development Advisory Committee (2-year terms)

05/12/2015	Gilbert Guzman	12/31/2016 (NW)
02/01/2005	Glenda Grisham	12/31/2016 (NW)
02/13/2007	Rita Saldierna	12/31/2016 (NE)
12/20/2011	Sabrina Sisneros	12/31/2016 (SE)
10/16/2012	Lo Van Pham	12/31/2016 (SW)

Construction Advisory and Appeals Board (3-year terms)

10/22/2013	Jeff Bryant	12/31/2016 (Contractor)
02/10/2015	Richard Constancio	12/31/2016 (Construction)
11/01/2011	Frank Wilburn	12/31/2016 (Plumbing)

Emergency Care Advisory Board (3-year terms)

10/01/2013	Stephen Neumann	04/21/2018 (resigned)
04/21/2010	Brian Eades	04/21/2019 (resigned)
05/05/2015	Rahman Rakhshanda	04/21/2016

Library Advisory Board (3-year terms)

09/07/2010	Maury Roman-Jordan	07/19/2016
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Quail Creek Public Improvement District Advisory Board (3-year terms)

07/31/2010	Kris Culp	09/01/2016
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10/26/2016