CITY COMMISSION
AGENDA
February 6, 2019
@ 5:30 P.M.
CITY HALL, TOWN HALL
118 E. Tyler Street
Harlingen, Texas

Notice is hereby given that the above governmental body will hold a Regular Meeting on Wednesday, February 6, 2019 5:30 P.M. in City Hall, Town Hall Meeting Room, 2nd Floor, Harlingen, Texas.

City of Harlingen meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary’s Office at (956) 216-5003 or write Post Office Box 2207, Harlingen, Texas 78550 at least 48 hours in advance of the meeting.

The Harlingen City Commission reserves the right, pursuant to Texas Government Code Chapter 551, Subchapter D, to enter into closed executive session on any item posted on the agenda if a matter is raised that is appropriate for closed discussion.

Invocation/ Mayor Chris Boswell

Pledge of Allegiance/ Welcome

1) Approval of Minutes
   a) Regular Meeting of November 26, 2018

CONSENT AGENDA

The following items are of a routine or administrative nature. The Council has been furnished with background material on each item and/or it has been discussed at a previous meeting. All items will be acted upon by one vote, without being discussed separately, unless requested by a Commission member. Items withdrawn from the Consent Agenda for individual consideration in their normal sequence will be heard after the remainder of the Consent Agenda has been acted upon.

2a) Second and final reading to approve and adopt an ordinance for a Specific Use Permit to allow a contractor/shop, plumbing in a General Retail (GR) District located at 2505 F.M. 508, bearing a legal description of Lot 2, Block 1, Alexandria Estates Subdivision. Applicant: Roberto Cabrera. Attachment (Planning & Zoning)

b) Consideration and possible action to approve a request to close the following streets: Fair Park Blvd. between “L” Street and “J” Street and North “L” Street between Fair Park Blvd. and West Adams Street, for the Jalapeno 100, Saturday, February 23, 2019 from 5 a.m. to 5 p.m. Attachment (CVB)
3) Consideration and possible action to approve an Interlocal Agreement between the City of Harlingen and the City of Brownsville for the sale of Arbitrator In-Car Video Systems to the City of Brownsville Police Department for $2,000.00, declare the equipment, as surplus property, and authorize the City Manager to sign the agreement. Attachment (Police Dept.)

4) Consideration and possible action to approve a resolution authorizing the Mayor to enter into an agreement with Cameron County Emergency Communication District (CCECD 911) to enable the City of Harlingen, Texas (COH) to participate in the Early Warning Notification System (EWNS), also known as Emergency Alert System (EAS), for certain emergencies utilizing the 9-1-1 Emergency Telephone Number System (ETNS) in Cameron County, Texas and Vesta Alert (Reverse 911) System Technology. Attachment (Police Department)

5) Consideration and possible action to enter into a contract with Department of State Health Services Contract #HHS0003715000005 and authorize the Mayor to sign the contract. Attachment (Health Dept.)

6) Consideration and possible action to approve an ordinance on first reading amending Chapter 18 of the Harlingen Code of Ordinances establishing the correction of rental fees for the Rangerville Park Pavilion and Gazebo. Attachment (Parks & Recreation)

7) Consideration and possible action regarding the participation of the Mayor and City Commissioners in the 2019 It’s Time Texas Challenge Pledge. Attachment (Parks & Recreation)

8) Consideration and possible action to amend the rental contract for the Harlingen Cultural Arts Center. (Parks & Recreation)

9) Consideration and possible action to approve a resolution supporting relief from nonpayment and disconnection policies for services provided by the Harlingen Water Works System for federal employees. Attachment (Carlos Sanchez, Asst. City Manager)

10) Consideration and possible action to approve a resolution calling and ordering the May 4th, 2019 City of Harlingen General Election to elect one member for the position of Mayor (At-Large) and two (2) members for the position of City Commissioner, District 1 and District 2 and any other matters related to the election. Attachment (City Secretary)

11) Consideration and possible action to postpone the Harlingen Regular City Commission Meeting of March 6, 2019 due to the Harlingen/San Benito Day at the Capitol. (City Manager)

12) Consideration and possible action to appropriately recognize the significant contributions made to the City of Harlingen by Herb Kelleher and Southwest Airlines. (Mayor)

13) Executive/Closed Session on the following items:
a) Attorney consultation pursuant to Section 552.071, Texas Gov't Code for legal advice and counsel in connection with the prior conveyance to Texas State Technical College of real property located along the Northeast portion of State Highway Loop 499 in Harlingen. (City Manager)

b) pursuant to Texas Gov't. Code Sec. 552.072 and 551.071 to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City of Harlingen with a third person regarding the acquisition of real property for Trails Project. (City Manager)

c) pursuant to Chapter 551, Sections 551.087, 551.071 and 551.072 of the Gov't. Code regarding commercial and financial information from a business prospect with which the City is conducting economic development negotiations and/or to discuss or deliberate financial or other incentives with the business prospect known as Project Dream and to seek legal advice from the City Attorney regarding the subject matter. (City Manager)

d) pursuant to Sections 551.071, 551.072 and 551.087, Texas Gov't Code, to discuss or deliberate regarding commercial or financial information that the city has received from a business prospect that the city seeks to have locate, stay, or expand in or near the city and with which the city is conducting economic development negotiations and/or to discuss or deliberate financial or other incentives with ULA, and to deliberate the purchase, exchange, lease, or value of real property, and to seek legal advice from the City Attorney regarding the same. (City Manager/City Attorney)

e) pursuant to Chapter 551, Sections 551.087, 551.071 and 551.072 of the Gov't Code regarding commercial and financial information from a business prospect with which the City is conducting economic development negotiations and/or to discuss or deliberate financial or other incentives with the business prospect known as Project Development and to seek legal advice from the City Attorney regarding the subject matter. (City Manager)

14) Consideration and possible action on Item 13 (a) as discussed in executive session. (City Manager)

15) Consideration and possible action on Item 13 (b) as discussed in executive session. (City Manager)

16) Citizen Communication

I, the undersigned authority, do hereby certify that the above notice of meeting is a true and correct copy of said notice posted on the City's bulletin board, City Hall, 118 E. Tyler Avenue, a place convenient and readily accessible to the general public at all times and said notice was posted on Friday, February 1, 2019 at 6:45 p.m. at least 72 hours preceding the scheduled time of said meeting.

Dated this 1st day of Feb., 2019

Amanda C. Elizondo, City Secretary
SPECIAL MEETING

November 26, 2018

CITY COMMISSION

HARLINGEN, TEXAS

A Special Meeting of the Harlingen Elective Commission was held November 26, 2018 at 5:30 p.m., City Hall, Town Hall Meeting Room, 2nd Floor, 118 E. Tyler Street, Harlingen, Texas. Those in attendance were:

MAYOR and COMMISSIONERS
Chris Boswell, Mayor
Michael Mezmar, Mayor Pro-Temp, District 3
Richard Uribe, City Commissioner, District 1
Tudor Uhlhorn, District 2
Ruben De La Rosa, District 4
Victor Leal, City Commissioner, District 5

STAFF PRESENT
Dan Serna, City Manager
Amanda C. Elizondo, City Secretary
Allison Bastian, Asst. City Attorney

Mayor Boswell called the meeting to order and announced the meeting was duly posted according to state law. The following proceedings were held:

Invocation/Mayor Chris Boswell

Pledge of Allegiance/Welcome

Mayor Boswell recited the Pledge of Allegiance and welcomed those in attendance.

1) Proclamation – proclaiming November 26, 2018 as “Santos Cantu Day.”

Mayor Boswell read and presented a proclamation to Mr. Santos Cantu for his retirement after 36½ years of service to the City of Harlingen. On behalf of the City Commission, he expressed his appreciation to Mr. Cantu for his loyalty and dedication to the City and wished him and his family the very best.

2) Presentation of Recognition Plaques to the sponsors for their 4th Annual Run/Walk with the Heroes-RGV 2018 Event held September 22, 2018 by the Harlingen Police Department, Chief of Police and Executive Staff.

Jeffry A. Adickes, Chief of Police presented recognition plaques to the following sponsors that participated in the 4th Annual Run/Walk with the Heroes-RGV 2018, held September 22, 2018. A total of $12,500 was collected and presented a check for $7,500 to the Make-A-Wish RGV and $5,000 for the Harlingen Humane Society.

SPONSORS
 Briggs Equipment
 South Texas Emergency Care;
 Harlingen Downtown District;
 Oil Patch Fuel & Supply, Inc.
 Zintiha Loya/Keller Williams Realty
 RGV Credit Union;

K-TEX,
Exceptional Emergency Center
Harlingen Medical Center
Stericycle Healthcare Compliance Solutions
China Restaurant
Veranda Nursing Center
Central Air & Heating Service, Inc., Crunch Fitness
Palms Behavioral Health, La Vaquita-Tacos y Tortas
Harlingen C.I.S.D., Neighbors Emergency Center
FootWorks, Frankie Flav’s
Stefano’s Brooklyn Pizza, Harlingen CVB
LF Distributors, Avant Water
Watermill Express, UniFirst Uniforms
Chick-fil-A, Tropical Café

3) Special Recognition to the Finance Department, Recipient of the GFOA’s Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year ended 2017.

Mayor Boswell congratulated the Finance Dept. Staff for receiving the GFOA’s Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year ended 2017. He thanked Elvia Trevino, Finance Director and Sergio Villasana for their hard work AND for having the information in an accurate and timely manner for the auditors to review.

Mrs. Trevino stated this was done through a team effort. The City has received this award for the past 37 years.

4) Approval of Minutes

a) Special Meeting of September 26, 2018

Motion was made by Commissioner De La Rosa and seconded by Commissioner Uhlhorn to approve the minutes of September 26, 2018. Motion carried unanimously.

CONSENT AGENDA

5a) Second and final reading to approve and adopt an ordinance to rezone from Residential, Single Family (“R-1”) District to Residential, Duplex (“R-2”) District for Lot 12, Block 89, Harlingen Original Town site, located at 422 W. Polk Avenue. Applicant: Juan Lionel Torres.

b) Consideration and possible action to approve the renewal of the lease agreement between the City of Harlingen and Myrna Trevino for the rental of parking spaces from the City Parking Lot located at the southeast corner of Jefferson Avenue and 1st Street, bearing a legal description of Lots 1 thru 7, Block 26, Harlingen Original Town site. Applicant: Myrna Trevino.

c) Consideration and possible action to approve the Industrial District Agreement between the City of Harlingen and Cardone Industries, Inc. and authorize the Mayor to sign the agreement.

Motion was made by Commissioner Leal and seconded by Commissioner De La Rosa to approve the consent Agenda, items 5 (a) thru (c). Motion carried unanimously.

For the record the caption of the ordinance read as follow:

ORDINANCE NO. 78

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: REZONING FROM RESIDENTIAL, SINGLE
FAMILY ("R-1") DISTRICT TO RESIDENTIAL, DUPLEX ("R-2")
DISTRICT FOR LOT 12, BLOCK 89, HARLINGEN ORIGINAL
TOWNSITE SUBDIVISION, LOCATED AT 422 W. POLK AVENUE;
PROVIDING FOR PUBLICATION AND ORDAINING OTHER
MATTERS RELATED TO THE FOREGOING

PASSED AND APPROVED on first reading this 7th day of November, 2018.
PASSED AND APPROVED on second reading this 26th day of November, 2018.

ATTEST: 
CITY OF HARLINGEN
/S/AMANDA C. ELIZONDO, CITY SECRETARY  /S/CHRIS BOSWELL, MAYOR

6) Consideration and possible action to approve the naming of the ballroom meeting rooms, pavilion, pre-convene and bridal room for the Harlingen Convention Center

Gabriel Gonzalez, Asst. City Manager, stated the contractor/developer for the Harlingen Convention Center is requesting to provide names for the grand ballroom, two meeting rooms, pavilion, pre-convene and bridal room for the Harlingen Convention Center. He presented a power point presentation of names of birds, trees, buildings, flowers, historical names, and heroes.

Discussion was held regarding the suggestions made and it was recommended that staff, CVB and the developer review the bird names and submit their recommendation for the City Commission's consideration with the exception of the Ballroom Room.

Mayor Boswell recommended shortening the names of the birds.

Motion was made by Mayor Pro-Tem Mezmar and seconded by Commissioner Uhnhorn to authorize staff, CVB, and the developer to submit recommendations for the City Commission consideration. Motion carried unanimously.

7) Consideration and possible action to approve an ordinance on first reading amending Ordinance No. 2017-10, Section 1, to allow the sale and consumption of alcoholic beverages at Lozano Plaza for sponsored or co-sponsored events.

Mr. Gonzalez recommended approving an ordinance amending Ordinance No. 2017-10 Section 1, to allow the sale and consumption of alcoholic beverages on the Lozano Plaza by a charitable, non-profit entity and Texas Alcoholic Beverage Commission (TABC) permitted vendor that meets the City insurance requirements in conjunction with activities which are sponsored or co-sponsored by the City.

Discussion was held regarding the use of the Lozano Plaza by Baxter Lofts and Mr. Gonzalez responded the ordinance would only address the non-profit entities and approved vendors by the TABC. The Lozano Plaza would have to be designated as a park as the other parks that were approved to sell alcohol beverages. An ordinance could be drafted for City Commission consideration to designate the Lozano Plaza as a park.

Motion was made by Commissioner Uribe and seconded by Mayor Pro-Tem Mezmar to approve the ordinance on first reading amending Ordinance No. 2017-10, Section 1, to allow the sale and consumption of alcoholic beverages at Lozano Plaza for sponsored or co-sponsored events. Motion carried unanimously.

8) Consideration and possible action to approve an ordinance on first reading to amend the City of Harlingen's Budget for Fiscal Year 2018-2019.
Sergio Villasana, Asst. Finance Director, highlighted the budget amendment and stated the budget amendment is to allocate funds for the Air Service Development Program, Municipal Golf Course Carts, fund transfers, interlibrary loan reimbursement, and for encumbrances from Fiscal Year 2017-2018, which were not spent at the end of the year and not included in the current approved budget. Exhibit “A” displays total revenues, expenditures, estimated fund balances by fund after the amendment. Exhibit “B” displays detailed changes and expenditures by account number.

General Fund – Revenues increase by $2,340,340
Air Service Development Program Fund – Revenues increase by $1,550,000
Federal Forfeitures Fund – Expenditures increase by $12,128
State Forfeitures Funds – Expenditures by 98,170
Capital Improvement Fund – Expenditures increase by $41,265
Infrastructure Fund – Expenditures increase by $979,317
Municipal Auditorium Fund – Revenues decrease by $10,000
Sanitation Fund – Expenditures increase by $9,133
Harlingen Arts & Heritage Museum – Revenues decrease by $10,000 – Expenditures increase by $8,750
Municipal Golf Course Fund – Revenues increase by $181,789 – Expenditures increase by $181,789
Motor Vehicle/Warehouse Fund – Expenditures increase by $164,287
Total – Revenues increase by $1,714,169 – Expenditures increase by $5,873,144

Mr. Villasana recommended approval of the budget amendment.

Motion was made by Commissioner Leal and seconded by Commissioner De La Rosa to approve the ordinance on first reading amending the City of Harlingen’s Budget for Fiscal Year 2018-2019. Motion carried unanimously.

9) Consideration and possible action to approve the placement of the Convention Center Signage.

At the November 7, 2018 City Commission meeting, Project Developer BC Lynd and marketing consultant, Hilmy presented a rendition for the placement of the sign of the convention center. Due to structural limitations, the sign needs to be relocated to an area that can bear weight of the sign. Staff would be presenting viable options for the City Commission’s consideration and approval.

Discussion was held in regards to the visibility of the signage due to the lettering being visible from the expressway, but it would diminish at a closer proximity which would be an issue for people wanting to take pictures of the Convention Center. A possible solution would be to add a smaller sign on the bottom beam in the front of the center.

Motion was made by Commissioner Uhlhorn and seconded by Commissioner De La Rosa not to install the sign at this time on the top fascia, as shown on the rendering and to run the electrical to the gleam beam for a sign. Motion carried unanimously.

10) Board Appointments
None

11) Executive/Closed Session on the following items:

a) pursuant to Texas Gov’t Code Sec. 552.072 and 551.071 to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City of Harlingen with a third person regarding the acquisition of real property for transit terminal expansion.
b) pursuant to Chapter 551, Sections 551.087, 551.071 and 551.072 of the Gov't Code regarding commercial and financial information from a business prospect with which the City is conducting economic development negotiations and/or to discuss or deliberate financial or other incentives with the business prospect known as Project Dream and to seek legal advice from the City Attorney regarding the subject matter.

c) pursuant to Chapter 551, Sections 551.087 and 551.071 of the Gov't Code regarding commercial and financial information from a business prospect with which the City is conducting economic development negotiations and/or to discuss or deliberate financial or other incentives with the business prospect known as Project View and to seek legal advice from the City Attorney regarding the subject matter.

At 6:21 p.m., Mayor Boswell announced the City Commission would convene into executive session to discuss Items No. 11 (a), (b), & (c).

Motion was made by Commissioner Leal and seconded by Commissioner De La Rosa to convene into executive session to discuss Items No. 11 (a), (b), & (c). Motion carried unanimously.

At 6:49 p.m., Mayor Boswell announced the City Commission had completed its executive session and declared the meeting open to the public. He announced there would be no action on Items No. 11 (a) (b) & (c)

12) Consideration and possible action to approve Item No. 11(b) as discussed in executive session.

There was no action on Item No. 12.

There being no further business to discuss, Mayor Boswell adjourned the meeting.

CITY OF HARLINGEN

__________________________
Chris Boswell, Mayor

ATTEST:

__________________________
Amanda C. Elizondo, City Secretary
ORDINANCE NO. 19-_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HARLINGEN: TO ISSUE A SPECIFIC USE PERMIT (SUP) TO ROBERTO CABRERA TO ALLOW A CONTRACTOR/SHOP, PLUMBING IN A GENERAL RETAIL (GR) DISTRICT LOCATED AT 2505 F.M. 508, BEARING A LEGAL DESCRIPTION OF LOT 2, BLOCK 1, ALEXANDRIA ESTATES SUBDIVISION, SUBJECT TO: (1) COMPLYING WITH REQUIREMENTS ADMINISTERED BY THE PLANNING, BUILDING INSPECTIONS, ENVIRONMENTAL HEALTH, AND FIRE PREVENTION DEPARTMENTS; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

WHEREAS, the Planning and Zoning Commission of the City of Harlingen pursuant to Harlingen’s Zoning Ordinance procedure, has recommended a Specific Use Permit for certain described real property in the City of Harlingen; and it is deemed to be in the best interest of the City of Harlingen in accordance with said recommendation of the Planning and Zoning Commission of the City, being the recommendation as hereinafter set forth; and public notice of such proposed Specific Use Permit having been fully made and complied with as required by said Code of Ordinances and applicable laws of the State of Texas; and the City Commission of the City of Harlingen having held public hearings with reference thereto, being duly and thoroughly heard; and after consideration of the evidence presented, said City Commission is of the opinion that it is in the best interest of the City of Harlingen that said Code of Ordinances be amended as indicated, now, therefore,

BE IT ORDAINED BY THE CITY OF HARLINGEN

That the Code of Ordinances of the City of Harlingen (Ordinance 16-8) be and the same is herewith amended by the following described property being issued a Specific Use Permit as indicated:
To issue a Specific Use Permit (Sup) to Roberto Cabrera to allow a contractor/shop, plumbing in a General Retail (GR) District located at 2505 F.M. 508, bearing a legal description of Lot 2, Block 1, Alexandria Estates Subdivision, subject to: (1) Complying with requirements administered by the Planning, Building Inspections, Environmental Health, and Fire Prevention Departments; providing for publication and ordaining other matters related to the foregoing.

The provisions prohibiting the violation of the Zoning Ordinance shall continue in full force and effect and apply to this amendment.

The Specific Use Permit is made contingent upon a site plan, a true and correct copy of which is attached hereto and incorporated herein by reference as EXHIBIT “A”.

The provisions of this ordinance shall become effective from and after the final and lawful passage hereof and publication of the caption hereof as provided for and required in the Code of Ordinances and applicable state statutes.

FINALLY ENACTED this ______ day of ____________, 2019, at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, CHAPTER 551.

CITY OF HARLINGEN

________________________________________
Chris Boswell, Mayor

ATTEST:

________________________________________
Amanda C. Elizondo, City Secretary
EXHIBIT "A"
Site Plan
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: February 6, 2019

Agenda Item:
Consider and take action to approve a request for street closures for the Jalapeno 100 on Saturday, February 23, 2019 from 5:00 a.m. to 5:00 p.m.

Prepared By (Print Name): Michael Kester
Title: Interim Chief of Police
Signature: 

Brief Summary:
Cassandra Consiglio, CVB Director is requesting street closures on Fair Park Boulevard in between “L Street and “J” Street and North “L” Street in between Fair Park Boulevard and West Adams Street.

The street closures will help to ensure the safety of the participants and visitors attending this event.

The Assistant Harlingen Fire Chief has reviewed the request and provided approval.

Funding (if applicable):
Are funds specifically designated in the current budget for the full amount [ ] Yes [ ] No*
*If no, specify source of funding and amount requested: N/A

Finance Director’s approval: [ ] Yes [ ] No [ ] N/A

Staff Recommendation:
Staff recommends approval.

For Street Closures ONLY, Fire Chief’s approval: [x] Yes [ ] No [ ] N/A

City Manager’s approval: [X] Yes [ ] No [ ] N/A

Comments: 

City Attorney’s approval: [ ] Yes [ ] No [ ] N/A
TO: Chief of Police

FROM: Sergio Ruiz #4110

RE: Street Closure Request

Requestor: Cassandra Consiglio
Date: February 23, 2019
Time: 5:00am – 5:00pm
Location: Lon C. Hill Park

Description: Provide a safe take off point for the bicyclist during the start of the event. The event will have a 12, 25, 50, 62.5 and a certified 100 mile bike route. The event is not a race and all bicyclist will follow the rule of the road once the event begins.

Comments: Requestor is asking to closed down Fair Park Blvd. in between L St. and J St. and N. L St. in between Fair Park and W. Adams.

Recommendation: I am recommending for the street closure to be granted and barricades be provided by the Street Department on the day specified by the request. A copy of the request and map will turned in with the IDC.

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Fire Department has no issues with these closure.

E. Alvarez

Sent from my iPhone

On Jan 24, 2019, at 4:09 PM, Pena, Frances <francespena2@harlingenpolice.com> wrote:

Good Afternoon Asst. Fire Chief Alvarez:
Just a follow-up to see if you’ve had time to review the street closure I emailed you on Tuesday. In order for it to be heard at the next City Commission meeting, I need to turn in to the City Secretary by tomorrow morning.

Thank you for your prompt attention to this matter.
Frances Pena

Good Afternoon Asst. Fire Chief Alvarez:

I would ask if you could please review the attached street closure request and provide your recommendation at your earliest convenience so that I can include as an agenda item at the next City Commission meeting; therefore, I will be needing your reply by no later than Thursday by 4:00 p.m., please.

Thank you for your assistance!
Frances Peña, Executive Admin. Assistant
Office of the Interim Chief of Police Michael E. Kester
HARLINGEN POLICE DEPT.
1018 Fair Park Blvd., Harlingen, TX 78550
(956) 216-5403 office / (956) 216-5407 fax
email: francespena2@harlingenpolice.com
**EXECUTIVE SUMMARY**

**Meeting Date:** February 6, 2019

**Agenda Item:**
Consideration and possible action to approve an Interlocal Agreement between the City of Harlingen and the City of Brownsville for the sale of Arbitrator In-Car Video Systems to the City of Brownsville Police Department for $2,000, declare the equipment as surplus property, and authorize the City Manager to sign the agreement. Attachment (*Police Dept.*)

**Prepared By (Print Name):** Michael E. Kester  
**Title:** Interim Chief of Police  
**Signature:** 

**Brief Summary:**
The Harlingen Police Department purchased new Watch Guard In-Car video Systems which were installed in early 2018 and are currently in service. The old Arbitrator In-Car Video systems are no longer in use. The Police Department is requesting the City Commission declare the Arbitrator systems as surplus items and allow the Department to sell these systems to the City of Brownsville Police Department for the amount of $2,000.00.

**Funding (if applicable):**
Are funds specifically designated in the current budget for the full amount □ Yes □ No*

*If no, specify source of funding and amount requested:

Finance Director's approval: □ Yes □ No □ N/A

**Staff Recommendation:**
Recommend that the Arbitrator systems be declared as surplus and then sold to the City of Brownsville for $2,000.00

City Manager's approval: □ Yes □ No □ N/A

Comments:

City Attorney's approval: □ Yes □ No □ N/A
STATE OF TEXAS

COUNTY OF CAMERON

INTERLOCAL AGREEMENT BETWEEN HARLINGEN POLICE DEPARTMENT AND BROWNSVILLE POLICE DEPARTMENT

This Interlocal Agreement is entered by and between the City of Harlingen, Texas, Police Department ("HPD") and the City of Brownsville, Texas, Police Department ("BPD.")

WHEREAS, the HPD has agreed to sell an Arbitrator In-Car Video Systems and all related equipment (see attached Exhibit “A” for complete inventory) to the BPD for official police purposes; and,

WHEREAS, the above-mentioned equipment is not currently being used and is no longer needed by the HPD since it has no use or limited use to the HPD; and,

WHEREAS, for and in consideration of Two Thousand and No/100 dollars ($2,000.00), HPD hereby transfers to BPD all rights of HPD in the following items:

Arbitrator In-Car Video Systems and all related equipment mentioned in Exhibit “A,” attached.

The form of payment used will be by check and no sales taxes will be included as part of the purchase.

WHEREAS, the HPD has placed certain conditions on this sale; and,

WHEREAS, the BPD has agreed to accept the Arbitrator In-Car Video Systems and all related equipment mentioned in Exhibit “A,” attached hereto, under the conditions set forth by the HPD.

NOW, THEREFORE, the parties agree as follows:

1. The sale made by HPD to BPD described as follows:

Arbitrator In-Car Video Systems and all related equipment mentioned in Exhibit “A,” attached hereto.

2. BPD agrees to accept these systems on an "AS IS" basis, without any express or implied warranties, with no recourse to the HPD;

3. BPD has been given the opportunity to inspect, or have inspected, the systems as defined above. BPD agrees to accept all property in its existing state.
4. BPD shall be responsible for all maintenance and repair of the Arbitrator In-Car Video Systems and all related equipment and accepts it in "as is" condition.

7. In the event the Arbitrator In-Car Video Systems and all related equipment become inoperable and cannot reasonably be repaired, the future disposal of these systems shall be the responsibility of the BPD. Any liability incurred, as a result of the use of these systems, shall be the responsibility of the BPD upon and after receipt of these systems from the HPD.

8. The HPD makes no warranties, express or implied, as to the condition of or fitness for use of the Arbitrator In-Car Video Systems and all related equipment being sold to the BPD under this Agreement and the HPD has examined these systems and is satisfied as to their condition and accepts them in "as is" condition.

9. The Arbitrator In-Car Video Systems and all related equipment mentioned in Exhibit "A" attached, shall become the property of the BPD upon receipt of the systems and the BPD shall hold the HPD harmless for any property damage or personal injuries or death caused by their use.

Executed this________ day of February 2019.

CITY OF HARLINGEN, TEXAS

Dan Serna, City Manager

CITY OF BROWNSVILLE, TEXAS

Print Name:
Title:
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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: February 6, 2019

Agenda Item:
Consideration and possible action to approve a resolution authorizing the Mayor to enter into an Agreement with Cameron County Emergency Communication District (CCECD 911) to enable the City of Harlingen, Texas (COH) to participate in the Early Warning Notification System (EWNS), also known as Emergency Alert System (EAS), for certain emergencies utilizing the 9-1-1 Emergency Telephone Number System (ETNS) in Cameron County, Texas and Vesta Alert (Reverse 911) System Technology.

Prepared By (Print Name): Michael Kester
Title: Interim Chief of Police
Signature: [Signature]

Brief Summary:
Once authorized, COH will be able to utilize this system with technical assistance provided by South Texas Emergency Care Foundation (STECF) to implement and oversee the operation of the EWNS, in cooperation with CCECD, to memorialize those arrangements between CCECD and STECF and to establish operational protocols for EWNS, involving arrangements between CCECD and STECF, on behalf of EWNS, with COH, which can serve as a “user” of the CCECD EWNS.

Funding (if applicable):
Are funds specifically designated in the current budget for the full amount □ Yes □ No*
*If no, specify source of funding and amount requested: N/A

Finance Director’s approval: □ Yes □ No □ N/A

Staff Recommendation:
Recommend approval,

For Street Closures ONLY, Fire Chief’s approval: □ Yes □ No □ N/A

City Manager’s approval: □ Yes □ No □ N/A

Comments: [Signature]

City Attorney’s approval: □ Yes □ No □ N/A
Cameron County Emergency Communication District (CCECD)
Emergency Warning Notification System

This Master Use Agreement is made this ___ day of __________, 2019 in Harlingen, Texas between (1) Cameron County Emergency Communication District, hereinafter “CCECD,” having a principal place of business at 501 Camelot Drive, Harlingen, Texas 78550, (2) South Texas Emergency Care Foundation, hereinafter “STECF,” having a principle place of business at 1705 Vermont Ave, Harlingen, Texas 78550, (3) City of Harlingen, Texas, hereinafter “COH,” having a principal place of business at 118 East Tyler Ave, Harlingen, Texas 78550.

I.

Purpose of Agreement

A.

Understanding that CCECD has acquired and established, for use in Cameron County only, the said Early Warning Notification System (EWNS), also referred to, at time, as an Emergency Alert System (EAS), for certain (and only for) emergencies, utilizing the 9-1-1 Emergency Telephone Number Service (ETNS) in Cameron County (only) and VESTA ALERT (REVERSE 911®) System technology, with technical assistance provided by STECF to implement and oversee the operation of the EWNS, in cooperation with CCECD, this Agreement is to memorialize those arrangements between CCECD and STECF, and further, to establish operational protocols for the said EWNS, involving arrangements between CCECD and STECF, on behalf of the EWNS, with “COH” which can serve, as a “user” of the CCECD EWNS.

B.
The said arrangements and operational protocols for the EWNS are set forth in this Agreement, as if this was an "operations manual" (as set forth as the terms of this Agreement).

C.

Attached as Schedule A is a list of the eight primary PSAPs, the secondary PSAP, Emergency Medical Service Providers, and the Fire Suppression and Prevention Services in Cameron County.

II. Operational Protocols

A.

The Operational Protocols for the Early Warning Notification System (EWNS) are addressed in the following paragraphs, and are to be considered as rules governing the use of the EWNS (i.e., the EAS), protocols for the operation of the EWNS, and contractual provisions that are binding (as appropriate) upon all of the parties to this Agreement.

B.

Attached as Schedule B is a true and correct copy of CCECD Order #2019-1 of the CCECD Board of Managers, which amends and renews the established EWNS in Cameron County, utilizing VESTA ALERT technology in and (only) for Cameron County, under the auspices of CCECD.

C.

Attached to CCECD Order #2019-1, as Exhibit A to that Order is the Early Warning Notification System (EWNS) Protocol (Cameron County, Texas) that was adopted for use by CCECD for the EWNS, utilizing VESTA ALERT technology, a true and correct copy of that (General) EWNS Protocol being attached to his Master Use Agreement as Schedule C.

D.

Attached as Schedule D is a true and correct copy of the (Specific) EWNS/EAS Protocol Manual for Cameron County, Texas, which addresses day to day operations and technical matters (e.g., "call initiation" protocols) that are required by CCECD in establishing the VESTA ALERT (REVERSE 911®) System in Cameron County.
County, as the EWNS, in conjunction with CCECD’s Emergency Telephone Number Service (ETNS), by STECF, as the VESTA ALERT (REVERSE 911®) System “facility” (i.e., “facilitator) for the EWNS, as well as CAMCO, as the designated State Emergency Coordinator for Cameron County, the EWNS to be utilized by both CAMCO and the said Primary PSAPs.

E.

Attached as Schedule E is a true and correct copy of a Resolution of the CCECD Board of Managers, dated January 16, 2019, addressing the mandatory difference to CAMCO in the use and operation of the EWNS (and the VESTA ALERT System) in the event of a [Country-wide emergency], as explained in and required by that Resolution); in summary, in the event of a County-wide emergency, such as a hurricane heading towards this area, the VESTA ALERT System’s use is controlled (for such County-wide emergencies only) exclusively by CAMCO.

F.

In the event of a conflict between the two said protocols, (1) Schedule C (the General EWNS Protocol for Cameron County, Texas of the CCECD Board of Managers) and (2) Schedule D (the specific EWNS/EAS Protocol Manual for Cameron County, Texas), the General EWNS Protocol (Schedule C) governs and controls, except for technical matters and specific operational procedures.

III.

Payment

A.

Unless otherwise indicated in this Master Use Agreement, no user of the EWNS, as described above (i.e., the eight primary PSAPs, CAMCO’s Emergency Management Division, and VMUD2 or CCECD, STECF or CAMCO (even if functioning solely as a “user”), are required to pay any sum of money for using or operating the CCECD EWNS.

B.

The parties hereto agree that the consideration of the execution of this Agreement has been received by each (other) party, as appropriate.
IV.

Term of Agreement

A.

The term of this Agreement shall be one (1) year, commencing ____________ ___, 2019 and ending ____________ ___, 2020, which shall automatically renew, unless notice to the contrary is delivered to CCECD, STECF and CAMCO (all three) by any of the said (eight) Primary PSAPs, Secondary PSAP, CAMCO or VMUD2.

B.

All of the provisions of this Agreement shall survive the execution and performance of this instrument, as well as the expiration of any such term.

V.

Termination

This Agreement may be terminated (a) as to any party desiring to “opt out” of this Agreement, for cause (including any action constituting a breach of the terms of this Agreement), by that party as appropriate, (b) by mutual agreement of the parties, or (c) in the event of any occurrence (e.g., bankruptcy, dissolution or governmental action, as appropriate) precluding any party from performing the obligations contemplated under this Agreement.

VI.

Insurance

All parties agree to obtain insurance (to the extent available) in the type and amount deemed advisable to protect their respective interest; to this extent, the parties agree to provide insurance for their respective employees, conveyances, equipment, facilities, and instrumentalities, as appropriate.

VII.

Status of Parties

The parties do not have the relationship of partners, joint venturers, principal-agent or employer-employee; the parties are separate entities who enter into this Agreement for their respective benefit.
VIII.

Entire Agreement

A.

This Agreement contains the entire agreement between the parties relating to the rights granted herein and the obligations assumed herein, and supersedes any prior understandings, representations, memorandums or agreements regarding the service relationship that is the subject of this Agreement.

B.

Any oral representations or modification concerning this instrument shall be of no force or effect; this Agreement may be amended, provided that no amendment, modification or alteration of the terms of this Agreement shall be binding unless set forth in writing and signed by both parties.

IX.

Law Governing; Venue

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (AND WHERE APPLICABLE, THE LAWS OF THE UNITED STATES OF AMERICA); FURTHER, THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN CAMERON COUNTY, TEXAS.

X.

Waiver

Any waiver by any party of any default under or breach of this Agreement shall not constitute a continuing waiver of such default or breach, or a waiver of our permission for (express or implied) any other or subsequent default or breach.

XI.

Assignment

This Agreement shall not be assigned in whole or in part by any party without the approval of CCECD, STECF and COH, set forth in writing and signed by those parties; any assignee will be bound by the terms of this agreement.
XII.

Warranties or Representations

A.

ALL PARTIES TO THIS AGREEMENT SPECIFICALLY ACKNOWLEDGE THAT NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IS BEING MADE BY ANY PARTY IN CONNECTION WITH THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, except as set forth in this instrument.

B.

ALL PARTIES AGREE TO RELEASE AND HOLD HARMLESS ALL OTHER (PARTIES) FOR ANY AND ALL CLAIMS ARISING FROM THE ENTRY INTO, THE EXECUTION OF, THE ENFORCEMENT OF, OR THE INTERPRETATION OF THIS AGREEMENT.

XIII.

Parties Bound

This Agreement shall be binding upon inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and assigns, as appropriate; however, there are no third-party beneficiaries to this Agreement.

XIV.

Notice

A.

Any notice to any party shall be in writing and sent by certified or registered mail, telefax, courier or hand-delivery, addressed to that party as set forth above, at that party’s address set forth above or such other address as may be designated.

B.

Any such notice shall be deemed to have been given as of the date that the notice is deposited in the United States Mail, postage prepaid, or sent by telefax, courier or hand-delivery.
XV.

Arbitration

A.

ANY DISPUTE, CONTROVERSY OR CLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE SETTLED (EXCEPT WHERE THE PARTIES HERETO RESOLVE ANY SUCH DISPUTE, CONTROVERSY OR CLAIM BY AGREEMENT) BY ARBITRATION ONLY (I.E. ANY SUCH DISPUTE, CONTROVERSY OR CLAIM WILL NOT BE RESOLVED BY OR THROUGH ANY COURT OR JUDICIAL PROCEEDING, AND FURTHER, THERE SHALL BE NO PRE-TRIAL DISCOVERY), IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THIS DOES NOT REQUIRE THE USE OF SUCH ASSOCIATION), USING ONE ARBITRATOR, TO BE SELECTED BY AGREEMENT OF THE PARTIES, SUCH ARBITRATION TO BE CONDUCTED IN BROWNSVILLE, CAMERON COUNTY, TEXAS, IN THE ENGLISH LANGUAGE, AND A JUDGEMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

B.

If any proceeding is initiated to resolve a dispute arising under or relating to this Agreement by either of the parties hereto, it is expressly agreed that the prevailing party as defined in Black's Law Dictionary 1352 (Rev. 4th ed. 1968) (Prevailing Party) shall be entitled to recover from the other party reasonable attorney fees, costs and expenses, in addition to any other (including by not limited to declaratory, or injunctive or monetary) relief that may be awarded.

XVI.

Invalidity

A.

If any term, provision, covenant or condition of this Agreement is held by the said arbitrator to be invalid/illegal or unenforceable, the remainder of those provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated.
B.

It is the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is held to be invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as is possible which shall nevertheless be valid, legal and enforceable.

XVII.

Construction of Instrument

A.

Each of the parties hereto has counsel or has had the opportunity to be represented by counsel in regard to the negotiation and drafting of this Agreement; accordingly, this Agreement shall not be construed in favor of any party.

B.

As used in this Agreement, whenever the context so indicates, (1) the masculine, feminine or neuter gender, (2) the singular or plural number, and (3) the individual or corporate capacity, shall each be deemed to include the others.

C.

It is the specific intention of the parties to this Agreement that this Agreement constitutes a final and executed instrument binding upon all parties to the said instrument.

XVIII.

Authority

A.

The parties to this Agreement warrant and represent that (1) the signatories below are authorized to act on behalf of the respective party to this instrument, (2) the signatories have been authorized to execute this instrument by the said parties in accordance with the requisite corporate formalities of each such party, (3) the execution of this instrument by the said
signatories constitutes the binding act of each such party to this instrument, and (4) the execution of this instrument and the adoption of same by each party is authorized by law.

B.

CCECD, STECF and COH hereby certify that pursuant to the respective legal authority under which each party was formed, each party is authorized to enter into this Agreement.

XIX.

Compliance with Law

The parties will act, at all times, in compliance with all pertinent and applicable laws.

XX.

Force Majeure

In the event that any party shall be prevented from completing performance of its respective obligations hereunder by an "Act of God" or any other occurrence whatsoever which is beyond the control of the parties, then that party shall be excused from any further performance of its obligations and undertaking under this Agreement, provided that, in the event that any such performance is only interrupted or delayed, the affected party shall only be excused from that performance for that period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

*       *       *

EFFECTIVE this _____ day of ________, 2019 in Harlingen, Texas.

Cameron County Emergency Communication District

__________________________
Mario Prado, President

Jan 16, 2019
South Texas Emergency Care Foundation

Leonard Callier
12/17/19

City of Harlingen, Texas

Chris Boswell, Mayor
12/17/19
Schedule A

I.

Cameron County Jurisdictions/Users

A.

Cameron County Emergency Management Office "CAMCO"
1100 East Monroe Street
Brownsville, Texas, 78520

II.

Primary PSAP/Dispatching Centers in Cameron County

A-1

<table>
<thead>
<tr>
<th></th>
<th>Brownsville Police Department</th>
<th>600 E. Jackson St., Brownsville, Texas 78520</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cameron County Sheriff Office</td>
<td>7300 Old Alice Rd., Olmito, Texas 78575</td>
</tr>
<tr>
<td>2.</td>
<td>Harlingen Police Department</td>
<td>1018 Fair Park Ave., Harlingen, Texas, 78550</td>
</tr>
<tr>
<td>3.</td>
<td>La Feria Police Department</td>
<td>115 E. Commercial St., La Feria, Texas 78559</td>
</tr>
<tr>
<td>4.</td>
<td>Los Fresnos Police Department</td>
<td>200 N. Brazil, Los Fresnos, Texas 78566</td>
</tr>
<tr>
<td>5.</td>
<td>Port Isabel Police Department</td>
<td>110 W. Hickman St., Port Isabel, Texas 78578</td>
</tr>
<tr>
<td>6.</td>
<td>San Benito Police Department</td>
<td>601 N. Oscar Williams Rd., San Benito, Texas 78586</td>
</tr>
<tr>
<td>7.</td>
<td>South Padre Island Police Department</td>
<td>4601 Padre Blvd, South Padre Island, Texas 78597</td>
</tr>
</tbody>
</table>

A-2

Secondary PSAP/Dispatching Centers in Cameron County

<table>
<thead>
<tr>
<th></th>
<th>South Texas Emergency Care Foundation (STECF)</th>
<th>1705 Vermont Ave., Harlingen, Texas, 78550</th>
</tr>
</thead>
</table>
### III.

**Cameron County Emergency Service Providers**

#### A.

**Emergency Medical Services**

<table>
<thead>
<tr>
<th></th>
<th>Service Provider</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Brownsville EMS</td>
<td>1150 E. Adams St.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brownsville, Texas 78520</td>
</tr>
<tr>
<td>2.</td>
<td>Los Fresnos EMS</td>
<td>200 N. Brazil,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Los Fresnos, Texas 78566</td>
</tr>
<tr>
<td>3.</td>
<td>Port Isabel EMS</td>
<td>202 S. Musina St.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Port Isabel, Texas 78578</td>
</tr>
<tr>
<td>4.</td>
<td>South Texas Emergency Care Foundation</td>
<td>1705 Vermont Ave.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Harlingen, Texas 78550</td>
</tr>
<tr>
<td>5.</td>
<td>South Padre Island Fire Department/EMS</td>
<td>106 West Retama,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>South Padre Island, Texas 78597</td>
</tr>
</tbody>
</table>

#### B.

**Fire Suppression & Prevention Services**

<table>
<thead>
<tr>
<th></th>
<th>Service Provider</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Arroyo City (VFD)</td>
<td>32559 FM 2925</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rio Hondo, Texas 78583</td>
</tr>
<tr>
<td>2.</td>
<td>Brownsville Fire Department</td>
<td>1150 E. Adams St.,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Brownsville, Texas 78520</td>
</tr>
<tr>
<td>3.</td>
<td>Harlingen Fire Department</td>
<td>24200 N. FM 509</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Harlingen, Texas 78550</td>
</tr>
<tr>
<td>4.</td>
<td>La Feria (VFD)</td>
<td>115 E. Commercial Ave.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>La Feria, Texas 78559</td>
</tr>
<tr>
<td>5.</td>
<td>Los Fresnos (VFD)</td>
<td>100 Rodeo Drive</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Los Fresnos, Texas 78566</td>
</tr>
<tr>
<td>6.</td>
<td>Port Isabel (VFD)</td>
<td>204 S. Musina St.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Port Isabel, Texas 78578</td>
</tr>
<tr>
<td>7.</td>
<td>Rancho Viejo (VFD)</td>
<td>500 Hidalgo Ave.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rancho Viejo, Texas 78575</td>
</tr>
<tr>
<td>8.</td>
<td>San Benito Fire Department</td>
<td>1201 S. Sam Houston</td>
</tr>
<tr>
<td></td>
<td></td>
<td>San Benito, Texas 78586</td>
</tr>
<tr>
<td>9.</td>
<td>Santa Rosa (VFD)</td>
<td>413 Santa Cruz Ave</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Santa Rosa, Texas 78593</td>
</tr>
<tr>
<td>10.</td>
<td>South Padre Island Fire Department/EMS</td>
<td>106 West Retama,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>South Padre Island, Texas 78597</td>
</tr>
</tbody>
</table>
ORDER #2019-1 OF THE BOARD OF MANAGERS OF
THE CAMERON COUNTY EMERGENCY COMMUNICATION DISTRICT

BE IT RESOLVED that on the 16th day of January, 2019, the Board of Managers of the Cameron County Emergency Communication District (CCECD) convened, and the following item was placed on the Agenda of the Board for such meeting, pursuant to Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), to be considered:

"Consideration of and authorization to amend the EWNS Protocol and renew the User Agreements for the established Early Warning Notification System (EWNS – VESTA ALERT System) in Cameron County.

WHEREAS, in accordance with Section 772.307 of the Texas Health & Safety Code (Powers and Duties of Board (authorizing the Board to “adopt rules for the operation of the district”)), the Board established an Early Warning Notification System (EWNS) in Cameron County, for certain emergencies, utilizing the 9-1-1 Emergency Telephone Number Service (ETNS) in Cameron County, allowing for telephone line users/owners to be notified through their telephone of emergency situations, through the 9-1-1 ETNS, utilizing REVERSE 911® [now – VESTA ALERT System] technology. Resolution Order #2009-1 dated April 15, 2009.

WHEREAS, the CCECD Board, upon consideration of the proposal, finds that EWNS Protocols and User Agreements should be updated and renewed in Cameron County and adopted by the CCECD Board.

NOW, THEREFORE, upon a Motion duly made, seconded and voted upon, IT IS (unanimously) ORDERED that the Board of Managers of the Cameron County Emergency Communication District (CCECD), established, pursuant to the predecessor to Subchapter D of Chapter 772 of the Texas Health & Safety Code, to initiate and operate the ETNS to provide the public with timely emergency aid
in Cameron County, pursuant to the CCECD Board’s authority to issue orders (rules) under Section 772.307 of the Texas Health and Safety Code, hereby authorizes the renewal of the User Agreements and the amendment of the EWNS Protocol for the established EWNS (VESTA ALERT System) in Cameron County.

IT IS ORDERED that this Order (#2019-1) be filed in the Minutes of the CCECD Board of Managers, and that a duplicate of this order be presented (as soon as possible) the VESTA ALERT “facility”, all emergency service providers in Cameron County, all PSAPs in Cameron County, all incorporated municipalities in Cameron County, the “government” of Cameron County, and any other party requiring same.

EFFECTIVE this 16th day of January, 2019 in Harlingen, Texas.

Cameron County Emergency Communication District (CCECD)

BY: [Signature]
Mario Prado, President

ATTEST:

[Signature]
Gabriel Moreno, Secretary
Schedule C

Early Warning Notification System (EWNS) Protocol
(Cameron County, Texas)

I.

Introduction

A.

At the request of various participating jurisdictions, the Cameron County Emergency Communication (9-1-1) District (CCECD) agreed to expand the Emergency Telephone Number Service (ETNS) to include the provision of an Early Warning Notification System (EWNS), in conjunction with AT&T and VESTA ALERT Systems (Reverse 911®), using VESTA ALERTT technology; the following provisions set forth the rules or procedures governing the EWNS implemented by CCECD for Cameron County, using VESTA ALERT Technology.

B.

The participating jurisdictions in the ETNS are not required to use the EWNS to provide early warning notifications to their residents; those participating jurisdictions that do use the EWNS, however, agree to use the EWNS according to the "protocol" (i.e., procedures or regulations) set forth herein.

C.

The EWNS is an additional tool available to jurisdictions for the protection of their residents and not in lieu of other existing tools, as the EWNS is for emergencies only; thus, the efficient use of a shared and scarce resource mandates that the EWNS be reserved for use in life-threatening emergencies that require rapid notification of large number of people.

D.

The determination of what constitutes an emergency qualifying for the use of the EWNS is to be made by each participating jurisdiction, subject to this Protocol, and examples of such emergencies are listed below in Exhibit A; as there is great caution in the use of the 9-1-1 ETNS by people so as not "tie up" 9-1-1 lines for non-emergency reasons, the participating jurisdictions must strictly adhere to the
"emergency use only" requirement so as to not "tie up" or use the EWNS with or for any non-emergency use.

II

Pre-Initiation Requirements

A.

Prior to any initiation of the EWNS, a participating jurisdiction is responsible for the following:

1) Confirming to CCECD that the jurisdiction has established its own protocol, policies and procedures as to those governmental personnel authorized to request initiation of the EWNS for the participating jurisdiction, and the protocol, policies and procedures to be utilized.

2) Agreeing that the participating jurisdiction requesting initiation of the EWNS will be referred to as the "initiator" of the VESTA ALERT notification, and that the protocol for initiating such notification, as set forth below, will result in the VESTA ALERT "launchers" commencing the notification process (the "launchers" work with CCECD but operate out of a distinct dispatching center, which will be referred to as the VESTA ALERT Facility.

3) Completing CCECD - provided training, in conjunction with the establishment of the participating jurisdiction’s (own) protocols.

B.

CCECD shall be responsible for the following:

1) Issuing ID codes and personal passwords for those individuals authorized to initiate the EWNS for a jurisdiction (see Paragraph II.A.1. above); personal passwords are valid indefinitely, subject to change, when deemed to be necessary by CCECD.

2) Setting the number of attempts for call completion CCECD must make before a specific call is abandoned, which number will be set with input from CCECD’s participating jurisdictions, but the ultimate decision will be made by CCECD’s Board; the designated number of attempts must be the same for all jurisdictions participating in the EWNS.
III. 

Initiation

A. 

The EWNS "facility," utilizing VESTA ALERT technology, upon an authorized request (with validation from a participating jurisdiction), shall "launch" the EWNS, but again, the EWNS is to be used only for emergency calls.

B. 

A participating jurisdiction shall request that an area be notified based on a determined polygon, an intersection and specific radius, or address and specified radius.

C. 

A participating jurisdiction will request the use of a pre-recorded message or of a dynamic message, which will be entered, at the EWNS "facility," through the said "launcher"; examples of pre-recorded messages (which will be available in English and Spanish) might be as follows:

1) "THIS IS AN EMERGENCY MESSAGE. A CHEMICAL SPILL HAS OCCURRED IN YOUR AREA. YOU ARE INSTRUCTED TO SHELTER IN PLACE."

2) "THIS IS AN EMERGENCY MESSAGE. A CHEMICAL SPILL HAS OCCURRED IN YOUR AREA. YOU ARE INSTRUCTED TO EVACUATE THE AREA."

D. 

Any authorized personnel designated by their jurisdiction can initiate the system, modify the initiation, or end the initiation.

E. 

An incomplete call will be re-tried according to the number of attempts authorized in Paragraph II.B.2. above.

F. 

When a telephone with a "Caller ID feature" receives an EWNS call the phrase "CAMERON 911" will appear on the "Caller ID" screen.
G.

When all of the said calls have been completed, the EWNS "facility" will notify the participating jurisdiction(s) that requested the initiation.

IV.

Security

A.

The EWNS "facility" will ask the participating jurisdictions identification codes and personal passwords for the purpose of validating the request for an initiation of the EWNS.

B.

Periodically, CCECD will verify authorized personnel with the participating jurisdiction(s).

V.

Payment

This paragraph is intentionally blank.

VI.

Initiation Follow-Up

A.

The use of the EWNS will generate a variety of reports; these reports will be made available to the participating jurisdiction(s); which reports are to include criteria set forth below in Exhibit B.

B.

These reports may be sent to the participating jurisdiction(s) via e-mail, telefax, regular mail or hand-delivery.
VII.

Training/Public Education

A.

CCECD will provide call initiation protocols to the said participating jurisdiction(s), as referred to in Paragraph II. (Pre-Initiation Requirements - II and Initiation - III above.)

B.

CCECD will train appropriate personnel from each participating jurisdiction in all phases of the proper procedure to be used to request initiation.

C.

Each participating jurisdiction will be responsible for training its own personnel about these procedures.

D.

CCECD, in conjunction with participating jurisdictions will provide public education on the existence and use of the EWNS (i.e., VESTA ALERT, formally REVERSE 911®).

VIII.

Updates to EWNS Protocol

The CCECD Board of Managers shall continue to review (periodically) the EWNS (i.e., VESTA ALERT) and recommendations for new or changed procedures in this protocol will be addressed by the Board, with the input of the Director of Communication; such recommendations will be submitted to the participating jurisdiction for (their) response, and finally, to the CCECD Board for formal approval and adoption, although the final decision as to any changes to this Protocol is to be made by CCECD Board.

IX.

General Provisions

A.

CCECD, acting by and through its Board of Managers (its governing body), avers that NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IS BEING MADE BY ANY PARTY IN CONNECTION WITH THE EXECUTION OF OR PERFORMANCE UNDER THIS PROTOCOL.
B.

THIS PROTOCOL SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (AND WHERE APPLICABLE, THE LAWS OF THE UNITED STATES OF AMERICA); THE OBLIGATIONS AND UNDERTAKINGS OF ANY OF THE PARTIES TO THIS PROTOCOL SHALL BE PERFORMABLE IN CAMERON COUNTY, TEXAS.

C.

As used in this protocol, whenever the context so indicates, (1) the masculine, feminine or neuter gender, (2) the singular or plural number, and (3) the individual or corporate capacity, shall each be deemed to include the others.

Effective this 16th day of January, 2019

Cameron County Emergency Communication District (CCECD)

By: ____________________________

Mario Prado, President

ATTEST:

______________________________

Gabriel Moreno, Secretary
EXHIBIT A

Hazardous Material Problems

Chemical Release

Explosions

Natural Gas Leaks

Hazardous Weather (Hurricane, Tornado, Severe Storm)

Flooding

Medical Epidemic

Riot/Military Action

Terrorist Act

Boil Water Notice
Exhibit A-2

The Summary Reports supplied to participating jurisdictions (in the event of initiation) will contain the following:

- Customer Call Strategy
- Event number
- Event date and time began
- Date and time at which the first call was placed
- Date and time at which the last call was placed
- Total time to complete all calls
- Total number of extracted telephone number records
- Total number of notification connection attempts made
- Total number and percent of total full notifications made to persons
- Total number and percent of total partial notifications made to persons (partial means the called person disconnected the call before the notification was delivered in its entirety)
- Total number of percent of full notifications made to answering machines or voice mail systems
- Total number and percent of partial notifications made to answering machines or voice mail system (partial means the called machine or system disconnected the call before the notification was delivered in its entirety)
- Total number and percent of delivered messages
- Total number and percent of unsuccessful notifications
- Total number and percent of unsuccessfully delivered messages because the line was busy, the call was incomplete, a modem/fax line was involved, "no answer" was received or any other reason
- Initiator of the VESTAS ALERT Notification System
Schedule D

EARLY WARNING NOTIFICATION SYSTEM
(EWNS/EAS) CALL
INITIATION PROTOCOL MANUAL
(CAMERON COUNTY, TEXAS)

Introduction

The VESTA ALERT System is an emergency notification system that is capable of providing critical incident notifications to wire-line, cellular or Voice over Internet Protocol (VoIP) telephones within the boundaries of Cameron County. The VESTA ALERT System utilizes the CCECD 9-1-1 Automatic Location Identification (ALI) feature of AT&T's database in conjunction with its own polygon mapping applications to launch critical alerts. Wireless numbers are maintained by the user through a self-registration portal. When new wireless telephone service is activated in Cameron County, the resident desiring to receive the VESTA ALERT System's Emergency or Disaster Alert Notifications is required to login to the VESTA ALERT System via the CCECD website or by contacting (855) 879-1911 to register his phone number or update his information. CCECD staff will validate the resident's information for approval. Other VESTA ALERT system alerts such as Hazmat, SWAT, Fire, Epidemic, etc., will use a combination of the ALI database and emergency/disaster alert registered numbers to inform residents of those particular crisis situations. Periodically, the ALI database will be sent to the VESTA ALERT System servers by CCECD in order to synchronize database accordingly.

VESTA ALERT System Utilization

It is essential to understand that the VESTA ALERT System is an additional tool available with Cameron County for the protection of its residents, and is not a substitute for other existing emergency reporting or response tools. The VESTA ALERT System is only to be used for Major Emergencies which impact multiple entities or residents within specific geographic areas as determined by emergency dispatch and response agency. Examples of such emergencies can be found in Exhibit A of this document. Just as residents should take great caution in using the 9-1-1 system so as not to overburden it for non-emergency reasons, those authorized to “launch alerts” must adhere to the “major emergency-use-only” requirement so as not to overload the system with less than “major impact” emergencies. Overutilization of the VESTA ALERT System could also result in a lack of attention and response by residents who may receive numerous (unnecessary) alert calls. The VESTA ALERT System is not intended for use as a public announcement or information system, except as for major emergencies as described above.

A. Pre-activation requirements

1. Prior to the activation of the VESTA ALERT System, each agency authorized to “launch” a VESTA ALERT System notification is responsible for the following:
a. Identifying authorized individuals who will be assigned to launch the alerts. The STECF “MedCom dispatch center,” the VESTA ALERT System “facility,” will have VESTA ALERT System “Alert Launch Authority” on a 7 day/week, 24 hours/day, 365 day/year basis. In addition, the Cameron County (CAMCO) Emergency Management Division will also have direct authority to launch these alerts.

b. Each authorized agency must be able to identify the exact geographical area that is impacted by a crisis situation.

c. Prior to being authorized to launch a VESTA ALERT System Notification, all pertinent agencies must complete CCECD VESTA ALERT System training.

2. South Texas Emergency Care Foundation (STECF) shall be responsible for the following:

a. Entering and maintaining on the VESTA ALERT System the names of the VESTA ALERT System “Alert Launch Authorized” personnel. Requests made from a person who is not authorized will not be accepted; as to (Texas) DPS or other state officials, they will utilize the statewide emergency communications system, as appropriate.

b. Administering the VESTA ALERT Systems application, databases and security, but this does not include VESTA ALERT System “launch” responsibilities, except in extreme circumstances (i.e., when the other “Launch Authorities” are unable to meet the said criteria).

c. Providing updates and statistics to pertinent agencies as to the use of the VESTA ALERT System notifications in order to track the System’s effectiveness.

B. Activation

1. The agencies authorized to launch the VESTA ALERT systems notification will be the Dispatch Centers at the eight Primary PSAPs in Cameron County (which does not include STECF) and the Cameron County Emergency Management Division. Alerts, as required, will be launched in consultation with the dispatch authorities of the Cameron County law enforcement, fire suppression and prevention, emergency medical services and health agencies, depending on the type of alert required and the location of the emergency. In all cases, the Launch Authority issuing an alert should notify other dispatch centers and other “Alert Launch Authorities” of the action, in order to avoid confusion in responding to an emergency (taking into account that in the event of a County wide emergency, all such launches are subordinate, at that time, to the Cameron County Emergency Management Division).
2. Launch Authorized personnel are responsible for the security of their individual launch codes, and must assure that the codes are not shared or distributed to unauthorized individuals. Each dispatching department will determine appropriate dispatching action, based on their own codes of conduct, should a code security infraction or breach occur.

3. An emergency must be significant and severe, in terms of public health or safety, to warrant the activation of the VESTA ALERT Emergency Notification System. Examples include but are not limited to hazardous material releases, fires, active shooters, etc. See Exhibit A for more examples.

The requesting agency should call South Texas Emergency Care Foundation (STECF) directly at 956-444-0911 to request activation of the VESTA ALERT Emergency Notification System.

a. Activation message should be no more than 30 seconds in length, and not exceed 60 seconds. Message exceeding 30 seconds in length will affect system performance and result in less successful call deliveries.

b. The Authorized Launch Agency should be careful to word messages in a precise manner, within the parameters described above.

4. A Launch Authority will be able to use a pre-recorded message or scenario. The System also supports texting and e-mail alert messages. Examples of pre-recorded messages are as follows:

a. "THIS IS AN EMERGENCY MESSAGE FROM CAMERON COUNTY THAT MAY AFFECT YOUR AREA."

OR

b. "THIS IS AN EMERGENCY MESSAGE. A CHEMICAL SPILL HAS OCCURRED IN YOUR AREA. YOU ARE INSTRUCTED TO SHELTER IN PLACE."

5. An unsuccessful call will be re-tried three times, using default parameters established within the VESTA ALERT Emergency Notification System.

C. Security

1. STECF will appoint an "overall" VESTA ALERT Emergency Notification System Administrator, who will provide necessary training and logins to Authorized Launch Personnel from the Authorized Launch Centers.

2. The Launch Authorities should maintain an updated list of the VESTA ALERT Emergency Notification System's Authorized Personnel for the pertinent situation and should use secure methods to protect sensitive VESTA ALERT System information pertaining to launch requests and activation.
3. STECF has "overall security administration responsibility" for the VESTA ALERT Systems application and is the only entity authorized to administer VESTA ALERT System access and certification.

D. Activation Follow Up

1. The VESTA ALERT System can generate a variety of reports for each Launch Authority. These reports are available, within the scope of authorization, for the release of VESTA ALERT System information. See Exhibit B for examples of reports available via the VESTA ALERT System.

2. STECF will produce Alert Reports as needed to track the use of the System for major emergency situations.

E. Training/Public Education

1. STECF will provide Call Activation Protocols to Launch Authorized Agencies only.

2. STECF will train appropriate personnel, from each Authorized Launch Center, about all phases of the proper procedures to complete an alert activation.

3. STECF, in conjunction with the said participating agencies, will provide "public education" on the existence and use of the VESTA ALERT System (as augmented by the CCECD Public Education Program).

F. Updates to the VESTA ALERT System Call Initiation Protocol Manual

This Manual is a living document subject to changes agreed upon by all pertinent parties. As the VESTA ALERT System in Cameron County matures through use, changes to this Manual may be required to make the operational and administrative process more efficient. As such, the following "changes" to this Manual will be available:

1. Ordinary changes: VESTA ALERT System users can make recommendations for new or changed protocols/procedures. These recommendations will be processed through the STECF VESTA ALERT System Administrator, and such recommendations will be submitted to the participating Launch Authorities for review, and finally to the CCECD Board of Managers for Approval and adoption, in accordance with CCECD Orders, Protocols and Agreements.

2. Special changes: STECF reserves the right to make changes to these protocols as circumstances dictate. In this regard, STECF decisions about the need for changes may be dictated by upgrades to the VESTA ALERT System applications, command and input changes, and the like. STECF will keep all pertinent agencies informed of such changes and will revise the said training, as required.
3. CCECD makes every effort to provide the most advanced notification system that is available; however, since many factors are beyond CCECD’s control, no guarantee or warranty of any kind whatsoever is made that the System will be available or will perform successfully every time.

G. Master Use Agreement

This (Specific) Call Initiation Protocol Manual is addressed in the CCECD Emergency Warning Notification System (EWNS) Master Use Agreement; further, this Manual appears as Schedule D to that Agreement, and constitutes a part of that Agreement.
Exhibit "A"
Emergencies

SAMPLES OF EMERGENCIES FOR WHICH THE VESTA ALERT SYSTEM COULD BE ACTIVATED:

Chemical Release
Lost or Abducted Child
Explosion
Natural Gas Leak
Dangerous Suspect in Certain Area
Wide Spread Fires
Boil Water Notices
EXHIBIT "B"

Reports

DESCRIPTION OF REPORTS WHICH WILL BE AVAILABLE TO THOSE JURISDICTIONS PARTICIPATING IN THE VESTA ALERT SYSTEM

The Summary Reports supplied to jurisdictions will contain (at least) the following:

VESTA ALERT Reports:

- Activation Roster Status Report
- Activation Summary Report
- Call Detail by Name
- Call Detail by Time
- Persons Not Responding
- Persons Responding
- Response Status
- Qualification and Exception
BE IT RESOLVED THAT ON THE 16TH day of January, 2019 the Board of Managers of the Cameron County Emergency Communication (9-1-1) District (CCECD) convened, and the following item was placed on the Agenda of the said Board for such meeting, pursuant to Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), to be considered:

"Consideration and Action to designate a County-Wide Launcher for the Early Warning Notification System (EWNS) in Cameron County for certain emergencies, utilizing the 9-1-1 Emergency Telephone Number Service (ETNS) in Cameron County and VESTA ALERT technology."

WHEREAS, CCECD established an Early Warning Notification System (EWNS) in Cameron County for certain emergencies, utilizing the 9-1-1 Emergency Telephone Number Service (ETNS) in Cameron County and VESTA ALERT Technology.

WHEREAS, in the event of certain emergencies, once the EWNS, also known as "VESTA ALERT," is activated, a participating jurisdiction in Cameron County (a municipality or the County) could initiate a "VESTA ALERT" telephone call to warn a selected area of a hazardous material leak, an explosion, a building collapse and so forth.

WHEREAS, if the emergency involved a local matter, such as an escape from a jail or a large fire, as distinguished from a county wide matter, such as a hurricane, individual municipalities can work independently to address any such emergency.

WHEREAS, if the emergency involved a hurricane, different participating jurisdictions could conflict with each other in the handling of such a large-scale emergency situation, involving possible road closures, evacuations and the like, requiring centralized emergency management.

WHEREAS, in the event of such a large-scale emergency situation, the State of Texas, according to the Governor's Office and its Emergency Management Division, is "in charge," but that authority is delegated to the "local" political subdivision of the State, which is Cameron County, by and through the Cameron County Judge.
WHEREAS, in light of that legal requirement and standard, the CCECD Board of Managers, on behalf of CCECD, hereby confirms that for a County-wide (or large-scale) emergency situation, for the purpose of operation of emergency communications throughout the County, through the ETNS, and for the specific purpose of the operation of the (VESTA ALERT) EWNS, all such emergencies are to be coordinated by and through the Cameron County Judge and the Cameron County Emergency Management Division, which refers to and binds all area municipalities and other participating jurisdictions and agencies.

NOW, THEREFORE, upon motion duly made, seconded and voted upon (unanimously), it is RESOLVED that CCECD Board hereby confirms that for a County-wide (or large-scale) emergency and for the purpose of the operation of emergency communications throughout Cameron County and through the ETNS, and for the specific purpose of the operation of the (VESTA ALERT) EWNS, all such emergencies are to be coordinated by and through the Cameron County Judge and the Cameron County Emergency Management Division (as regards all area municipalities and other participating jurisdictions and agencies); further, it is RESOLVED that this Resolution be recorded in the Minutes of this Board, and that a duplicate of this Resolution be presented to the representatives of the "government" of Cameron County and any other party requesting the same.

Dated this 16th day of January, 2019.

CAMERON COUNTY EMERGENCY COMMUNICATION DISTRICT (CCECD)

BY: Mario Prado, President CCECD Board

ATTEST:

Gabriel Moreno, Secretary CCECD Board
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: **February 6, 2019**

Agenda Item:
Consideration to enter into a contract with Department of State Health Services Contract #HHS000371500005

Prepared By: Josh Ramirez, MPA, CPM
Title: Environmental Health Director

Signature: [Signature]

Brief Summary:
The 2017 Hurricane Public Health Crisis Response Cooperative Agreement Grant would allow the City of Harlingen to expand its Vector Control program by purchasing new equipment, obtain additional training for staff, and hire additional temporary staff to assist in identifying and testing mosquitoes. With this grant the City of Harlingen Environmental Health Department will also host trainings on food borne and water borne disease

Funding (if applicable):
Are funds specifically designated in the current budget for the full amount **X** No*

*If no, specify source of funding and amount requested: Department of State Health Services $349,038.00

Staff is currently providing these services.
Finance Director’s approval: **Yes** **No** **N/A**

Staff Recommendation:
Staff recommends approval of the 2017 Hurricane Public Health Crisis Response Cooperative Agreement Grant.

City Manager’s approval: **Yes** **No** **N/A**

Comments:

City Attorney’s approval: **Yes** **No** **N/A**
SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS00003715000005
UNDER THE
2017 HURRICANE PUBLIC HEALTH CRISIS RESPONSE COOPERATIVE AGREEMENT GRANT

I. PURPOSE

The DEPARTMENT OF STATE HEALTH SERVICES ("DSHS" or "System Agency"), a pass-through entity, and CITY OF HARLINGEN ("Grantee" or "Contractor") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Hurricane Harvey Crisis Project (the "Contract"), as described in Attachment A, Statement of Work.

II. LEGAL AUTHORITY

This Contract is made in accordance with awards by the Centers for Disease Control and Prevention (CDC-RFA-TP18-1802 – Cooperative Agreement for Emergency Response: 2017 Hurricane Public Health Crisis Response, Funding Opportunity Number: CDC-RFA-TP18-1802, CFDA #93.354), which is incorporated herein by reference, and is authorized by and in compliance with the provisions of Texas Health and Safety Code Chapter 12 or 1001 or Texas Government Code Chapter 531, 771, 791 or 2155.

III. DURATION

This Contract is effective on the signature date of the latter of the Parties to sign this Contract and terminates on June 30, 2020, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

IV. BUDGET

The total amount of this Contract will not exceed ($349,038.00). All expenditures under the Contract will be in accordance with ATTACHMENT B, BUDGET.

V. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency
Samiyah Bailey
1100 West 49th Street, MC 1990
Austin, Texas 78756
(512) 776-2614
samiyah.bailey@dshs.texas.gov
Contractor
Name: City of Harlingen
Address: 118 East Tyler Avenue, Harlingen, TX 78550
Phone: 956-216-5001
Email: dserna@myharlingen.us

Either Party may change its designated Representative by providing written notice to the other Party.

VI. LEGAL NOTICES

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

System Agency
Department of State Health Services
1100 West 49th Street, MC 1911
Austin, Texas 78756
Attention: General Counsel

Grantee
Name: City of Harlingen
Address: 118 East Tyler Avenue, Harlingen, TX 78550
Attention: Dan Serna

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. ADDITIONAL GRANT INFORMATION

Federal Award Identification Number (FA!N): 1 NU90TP921945-01-00
Federal Award Date: 7/3/2018
Name of Federal Awarding Agency: Centers for Disease Control and Prevention
CFDA Number: 93.354
Awarding Official Contact Information:
Yull Celestin
1600 Clifton Rd
Atlanta, GA 30333
Phone: 404-639-7690

SIGNATURE PAGE FOLLOWS
SIGNATURE PAGE FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS0003715000005

DSHS

GRANTEE

Name: Imelda Garcia
Title: Associate Commissioner
Date of execution:

Name: Dan Serna
Title: City Manager
Date of execution:

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS0003715000005 ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A - STATEMENT OF WORK
ATTACHMENT B - BUDGET
ATTACHMENT B-1 - INDIVIDUAL PROJECT BUDGET(S)
ATTACHMENT C - HHSC UNIFORM TERMS AND CONDITIONS - GRANT
ATTACHMENT D - CONTRACT AFFIRMATIONS
ATTACHMENT E - DSHS SUPPLEMENTAL AND SPECIAL CONDITIONS
ATTACHMENT F - FEDERAL ASSURANCES AND LOBBYING FORM
ATTACHMENT G - FFATA CERTIFICATION
ATTACHMENT H - DATA USE AGREEMENT

ATTACHMENTS FOLLOW
ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

A. Complete the Hurricane Harvey Crisis Project (HHCP) by performing activities for this project that support the Public Health Crisis Response Cooperative Agreement for Emergency Response (Funding Opportunity Number CDC-RFA-TP18-1802) from the Centers for Disease Control and Prevention (CDC).

B. Work to improve or strengthen one or more of the following objectives in accordance with their approved workplan (See para. C, below, for more information on Grantee’s workplan requirements):

1. Foodborne, Waterborne, & Environmental Disease

   LHDs in counties included in Texas Governor Abbott’s Hurricane Harvey disaster declaration will conduct a minimum of two of the below activities to enhance foodborne and waterborne surveillance and environmental health activities.

   Grantee will:

   a. Cross-train and educate staff in the LHD and adjoining jurisdictions about effective foodborne and waterborne disease surveillance to build expertise for detection, investigation, and reporting of foodborne and waterborne disease outbreaks commonly associated with hurricane disasters.

   b. Develop and/or implement standard foodborne and waterborne disease outbreak investigation protocols and tools facilitating coordinated responses to outbreak investigations that include epidemiologic, laboratory, and environmental health staff collaboration to be used during the recovery period following a hurricane event. Include strategies for training, review, and testing intervals of the plan.

   c. Develop an environmental assessment plan including an environmental sampling protocol for implementation during a hurricane disaster event that supports rapid detection of waterborne disease outbreaks. Include strategies for training, review and testing intervals of the plan.

   d. Develop a written plan for determining alternative laboratory diagnostic resources to monitor water quality, including guidance on appropriate techniques for sample collection as well as analysis of water and environmental samples. Include strategies for training, review, and testing intervals of the plan.

   e. Increase public awareness of foodborne/waterborne disease and prevention measures including development of health promotion materials and water- and food-related emergency preparedness planning materials.

   f. Foodborne

      i. Submit Foodborne Performance Metric Report which captures the number of select foodborne pathogens reported to LHDs, case-based interview statistics, and clusters/outbreaks investigated. Reporting timeframes and
deadlines are referenced in the Reporting Requirements section of the Contract.

ii. Report all foodborne, animal contact, and waterborne disease outbreaks to National Outbreak Reporting System (NORS), including environmental assessments and contributing factor data (reports into NORS due 30 days following closure of outbreak investigation).

iii. Submit annual report on trainings attended and conducted by LHD staff on detecting, investigating, and controlling foodborne and waterborne disease outbreaks (due June 28, 2019, and June 30, 2020).

iv. Develop and/or implement standard foodborne disease outbreak investigation protocols and tools to facilitate coordinated responses to outbreak investigations that include epidemiologic, laboratory, and environmental health staff collaboration to be used during the recovery period following a hurricane event.

v. Report new and updated foodborne health promotion and communication materials, and best practices guidance completed (due June 30, 2019).

vi. Participate in quarterly conference calls with the Emerging and Acute Infectious Disease Branch (EAIDB) to provide updates, progress reports, and other necessary communications.

vii. Submit an annual report documenting how the funds are enhancing foodborne surveillance and prevention activities (due June 28, 2019, and June 30, 2020).

g. Waterborne

i. Report water-related preparedness response measures incorporated into public health preparedness plan, to include:
   1. Water-related preparedness health communication, before, during, and after an emergency;
   2. Water testing capacity, including alternative laboratory resources to monitor water quality, and guidance on sample collection and analysis of water and environmental samples; and
   3. An environmental assessment plan including an environmental sampling protocol for implementation during a disaster event (due June 28, 2019, and June 30, 2020).

ii. Establish relationships, by reaching out and facilitating communication, with local water utilities to discuss both response and public health preparedness plans (due June 28, 2019).

iii. Submit annual report on trainings attended and conducted by LHD staff on water, sanitation and hygiene-related topics (due June 28, 2019, and June 30, 2020).

iv. Develop and/or implement standard waterborne disease outbreak investigation protocols and tools to facilitate coordinated responses to outbreak investigations that include epidemiologic, laboratory, and environmental health staff collaboration to be used during the recovery period following a hurricane event.

v. Report new and updated water, sanitation and hygiene-related health promotion and communication materials, and best practices guidance completed (due June 28, 2019).
vi. Participate in quarterly conference calls with the EAIDB to provide updates, progress reports, and other necessary communications.

vii. Submit an annual report documenting how the funds are enhancing waterborne surveillance and prevention activities (due June 28, 2019, and June 30, 2020).

2. Traditional and Novel Vector Control
Enhance mosquito surveillance (to jurisdictions with initial low capacity or damaged surveillance systems).

Grantee will:

a. Traditional Methods
   i. Implement traditional vector control strategies (larvicide/insecticide).
   ii. Enhance mosquito control capacity through:
      1. Initiating and augmenting mosquito surveillance (purchase of equipment, supplies, etc.);
      2. Purchasing adulticide, larvicide, or application equipment;
      3. Addition of temporary employees;
      4. Paying for trainings or licensing;
      5. Paying for vector control contracts; and
      6. Submitting monthly progress reports on the personnel, equipment, material, and other supplies that have been purchased and their implementation within the mosquito control program.

b. Novel Methods
   i. Support novel/innovative vector control activities to prevent blooms of mosquitoes and evaluate impact (non-research activities).
   ii. Enhance mosquito control capacity through:
      1. Developing a protocol for implementation of novel strategies targeted at specific vector mosquito populations (non-research activities);
      2. Developing a communication plan for public education through focus groups;
      3. Developing a plan for regulatory compliance and approval; and
      4. Submitting monthly progress reports on the development and implementation of the novel strategy. The progress reports should include any evaluation done on the novel strategy, detailed information on community engagements, copies of educational material provided, focus group outcomes, and current status of regulatory compliance for the novel methods.

C. Implement approved workplan. Grantee’s workplan has been approved by DSHS prior to DSHS’s entering into this Contract with Grantee. Grantee will adhere to the approved workplan. The workplan must include a description of the project(s) and activities to be addressed by the HHCSP and measurable objective(s) for addressing each issue. The workplan must also describe a clear method for evaluating the services that will be provided. Any proposed changes to the approved workplan are not effective unless and until Grantee has received written approval to the revised workplan from DSHS.
D. Submit monthly and final performance reports that describe progress toward achieving the objectives contained in Grantee’s approved workplan and any written revisions. Grantee will submit the performance reports by the 5th business day following the last day of the last month of each month, in a format to be provided by DSHS. Failure to submit a required report or additional requested information by the due date specified in this Contract or upon request constitutes breach of contract, and may result in delay of payment. Reports should be sent electronically to coag@dshs.texas.gov and to cmscrisiscoag@dshs.texas.gov.

E. Comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Contract and as amended.

F. The following documents and resources are incorporated herein by reference and made a part of this Contract as if fully set forth therein:

1. DSHS and CDC Public Health Crisis Response Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP18-1802;
2. Project workplan; and
3. Local Health Department Hurricane Crisis Discretionary Project – Monthly Project Report(s).

II. PERFORMANCE MEASURES
DSHS will develop performance measures in collaboration with the Grantee. DSHS will monitor the Grantee’s performance of the requirements in this Statement of Work and compliance with the Contract’s terms and conditions.

III. REPORTING REQUIREMENTS
Grantee at the request of the System Agency, may be required to submit additional reports determined necessary to accomplish the objectives and monitor the compliance of this contract. Grantee must submit reports in a format specified by the System Agency. Grantee will provide System Agency financial reports as System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance. If Grantee is legally prohibited from providing any report under this Contract, Grantee will immediately notify System Agency in writing.

Grantee will provide and submit written reports, by electronic mail in the format specified by System Agency. Grantee will complete and submit the Local Health Department Hurricane Crisis Discretionary Project – Monthly Project Report by the 5th business day of each month and a Final Performance Report by the 15th business day of the end of the contract term. These reports need to be completed for each HHCP for which the Grantee receives funding from System Agency. Grantee shall maintain the source documentation used to develop the reports. All written reports should be titled with the Grantee name, address, email address, vendor identification number, telephone number, program name, contract or purchase order number, dates services were completed and/or products were delivered, the time period of the report, total invoice amount, and invoices paid to subgrantees for services received.
IV. INVOICING AND PAYMENTS
Grantee will request payments by submitting the State of Texas Purchase Voucher (Form B-13) at http://www.texas.gov/grants/forms/b13form.doc no later than fifteen (15) business days after the end of the preceding month. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov

Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B of this Contract.

With prior written notification to, and approval from, the System Agency Contract Manager, Contractor may transfer money between budget categories, other than the equipment and indirect cost categories, not to exceed 25% of the total contract value during a contract budget period. If the budget transfer(s) exceeds 25% of the total contract value, alone or cumulatively, a formal contract amendment is required.

Contractor shall provide notification of the budget transfer by submission of a revised Categorical Budget Form to the System Agency Contract Manager, highlighting the areas affected by the budget transfer. After review, the System Agency Contract Manager shall provide notification of acceptance to Contractor via email, upon receipt of which, the revised budget shall be incorporated into the Contract.

System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency Program will monitor Grantee’s expenditures on a quarterly basis. If expenditures are below Grantee’s total Contract amount, Grantee’s budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.
ATTACHMENT B
BUDGET
Contract No. HHS000371500005

Categorical Budget:

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## Attachment B-1 Individual Project Budget(s)

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HHSC UNIFORM TERMS AND CONDITIONS - GRANT
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*Guarantee Uniform Terms and Conditions  
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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions
As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

"Deliverable" means the work product(s) required to be submitted to the System Agency including all reports and project documentation.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Grantee" means the Party receiving funds under this Contract, if any. May also be referred to as "Contractor" in certain attachments.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means inventions and business processes, whether or not patentable; works of authorship; trade secrets, trademarks; service marks; industrial designs; and creations that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

"Mentor Protege" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.
"Parties" means the System Agency and Grantee, collectively.

"Party" means either the System Agency or Grantee, individually.

"Program" means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

"Project" means specific activities of the Grantee that are supported by funds provided under this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Statement of Work" means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

"Signature Document" means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

"Solicitation or "RFA" means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

"Solicitation Response" or "Application" means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

"State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"State of Texas Travel" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

b. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.

c. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to
any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation. 

d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract. 

e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract. 

f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract. 

g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract. 

h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms. 

i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion." 

j. Time is of the essence in this Contract. 

**ARTICLE II PAYMENT METHODS AND RESTRICTIONS** 

**2.01 Payment Methods** 

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following: 

a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request; 

b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or 

c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request. 

**2.02 Final Billing Submission** 

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received in the System.
Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

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

2.04 Debt to State and Corporate Status

Pursuant to Tex. Govt. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee’s delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UCMS § 2.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.
2.09 Nonsubplanting
Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding
This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State
The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State
If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds
The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

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ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.
System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee’s repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include:

<table>
<thead>
<tr>
<th>Applicable Entity</th>
<th>Applicable Cost Principles</th>
<th>Audit Requirements</th>
<th>Administrative Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.</td>
<td>48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency.</td>
<td>2 CFR Part 200, Subpart F and UGMS</td>
<td>2 CFR Part 200 and UGMS</td>
</tr>
</tbody>
</table>

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OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee’s fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee’s fiscal year, expends a total amount of at least $750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. HHSC Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by HHSC Single Audit Services to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

4.03 Submission of Audit

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

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.
ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership
The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property
a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.

b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records
Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor’s Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents
In addition to any right of access arising by operation of law, Grantee and any of Grantee’s affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor’s Office, the Texas Attorney General’s Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning
the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings
a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.

b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit
Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality
Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act
Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (*.pdf) format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management
To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:
a. Suspending all or part of the Contract;

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b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
c. Recouping payments made to the Grantee found to be in error;
d. Suspending, limiting, or placing conditions on the continued performance of the Project;
e. Imposing any other remedies authorized under this Contract; and
f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience
The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC’s notice of termination.

8.03 Termination for Cause
Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach
The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee’s duties under the Contract. Grantee’s misrepresentation in any aspect of Grantee’s Solicitation Response, if any or Grantee’s addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability
The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement
Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment
The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance
Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required.
under this Contract, including a schedule of coverage or underwriter’s schedules establishing to
the satisfaction of the System Agency the nature and extent of coverage granted by each such
policy, upon request by the System Agency. In the event that any policy is determined by the
System Agency to be deficient to comply with the terms of this Contract, Grantee will secure
such additional policies or coverage as the System Agency may reasonably request or that are
required by law or regulation. If coverage expires during the term of this Contract, Grantee must
produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its
Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors’ compliance with all
requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and
regulations, including all federal and state accessibility laws relating to direct and indirect use of
information and communication technology. Grantee will be deemed to have knowledge of all
applicable laws and regulations and be deemed to understand them. In addition to any other act
or omission that may constitute a material breach of the Contract, failure to comply with this
Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee’s sole expense, Grantee will procure and maintain for the duration of this Contract
any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification
or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide
the goods or Services required by this Contract. Grantee will be responsible for payment of all
taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be
responsible for payment of any such government obligations not paid by its contractors or
subcontractors during performance of this Contract.

9.05 Indemnity

To the extent allowed by law, Grantee will defend, indemnify, and hold
harmless the State of Texas and its officers and employees, and the System
Agency and its officers and employees, from and against all claims, actions,
suits, demands, proceedings, costs, damages, and liabilities, including attorneys’
fees and court costs arising out of, or connected with, or resulting from:

a. Grantee’s Performance of the Contract, including any negligent acts or
omissions of Grantee, or any agent, employee, subcontractor, or supplier of
Grantee, or any third party under the control or supervision of Grantee, in
the execution or performance of this Contract; or

b. Any breach or violation of a statute, ordinance, governmental regulation,
standard, rule, or breach of Contract by Grantee, any agent, employee,
subcontractor, or supplier of Grantee, or any third party under the control
or supervision of Grantee, in the execution or performance of this Contract;
or

c. Employment or alleged employment, including claims of discrimination
against Grantee, its officers, or its agents; or

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v. 9.1.17
d. Work under this Contract that infringes or misappropriates any right of any third person or entity based on copyright, patent, trade secret, or other intellectual property rights.

Grantee will coordinate its defense with the System Agency and its counsel. This paragraph is not intended to and will not be construed to require Grantee to indemnify or hold harmless the State or the System Agency for any claims or liabilities resulting solely from the gross negligence of the System Agency or its employees. The provisions of this section will survive termination of this Contract.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

a. Payment of Grantee's employees for all Services performed;
b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
c. Withholding of income taxes, FICA, or any other taxes or fees;
d. Industrial or workers' compensation insurance coverage;
e. Participation in any group insurance plans available to employees of the State of Texas;
f. Participation or contributions by the State to the State Employees Retirement System;
g. Accumulation of vacation leave or sick leave; or
h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in

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writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any
TGL issued by the System Agency will be incorporated into the Contract by reference herein for
all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and
construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions.
Venue of any suit brought under this Contract will be in a court of competent jurisdiction in
Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably
waives any objection, including any objection to personal jurisdiction or the laying of venue or
based on the grounds of forum non conveniens, which it may now or hereafter have to the
bringing of any action or proceeding in such jurisdiction in respect of this Contract or any
document related hereto.

9.10 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or
equity, this Contract will be construed as if such provision did not exist and the non-
enforceability of such provision will not be held to render any other provision or provisions of
this Contract unenforceable.

9.11 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either
party from any liabilities or obligations in this Contract that the parties have expressly agreed
will survive any such termination or expiration, remain to be performed, or by their nature would
be intended to be applicable following any such termination or expiration, including maintaining
confidentiality of information and records retention.

9.12 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties,
after a good faith effort, is prevented from complying with any express or implied covenant of
this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order,
rule, or regulation of governmental authority; or similar events that are beyond the control of the
affected Party (collectively referred to as a “Force Majeure”), then, while so prevented, the
affected Party’s obligation to comply with such covenant will be suspended, and the affected
Party will not be liable for damages for failure to comply with such covenant. In any such event,
the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure
event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under
it constitute waiver of any provision of the Contract.

9.14 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or
indirectly refer to, the System Agency, the State of Texas, or any other State agency in any
media release, public announcement, or public disclosure relating to the Contract or its subject

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matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency’s prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.15 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.18 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.19 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.21 Civil Rights

a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);

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7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: [http://hhs.ex.huac.texas.gov/system-support/services/civil-rights/publications](http://hhs.ex.huac.texas.gov/system-support/services/civil-rights/publications)

d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee’s civil rights policies and procedures.

f. Grantee must notify HHSC’s Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313

Grantee Uniform Terms and Conditions
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TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.
ATTACHMENT D

CONTRACT AFFIRMATIONS

By entering into this Contract, Contractor affirms, without exception, as follows:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Contractor represents and warrants that all statements and information provided to HHSC are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Contractor understands that HHSC will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, if any, are rejected unless expressly accepted by HHSC in writing.

5. Contractor agrees that HHSC has the right to use, produce, and distribute copies of and to disclose to HHSC employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHSC deems necessary to complete the procurement process or comply with state or federal laws.

6. Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of HHSC.

7. Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

8. Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this
Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

9. Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

10. Under Section 221.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

11. Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this Project. This provision shall be included in its entirety in Contractor’s subcontracts, if any, if payment in whole or in part is from federal funds.

12. Contractor certifies that it is not listed on the federal government’s terrorism watch list as described in Executive Order 12324.

13. Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

14. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

15. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

16. Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

17. Contractor represents and warrants that payments to Contractor and Contractor’s receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
18. Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

19. Contractor agrees that upon request of HHSC, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

20. Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Contractor represents and warrants to HHSC that the technology provided to HHSC for purchase (if applicable under this Contract or any related solicitation) is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
   * providing equivalent access for effective use by both visual and non-visual means;
   * presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
   * being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

21. If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

22. If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

23. Contractor represents and warrants, during the twelve (12) month period immediately prior to the date of the execution of this Contract, none of its employees including, but not limited to those who will provide services under the Contract, was an employee of an HHS Agency. Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Contractor will not allow any former employee of the System Agency to perform services
under this Contract during the twelve (12) month period immediately following the employee’s last date of employment at the System Agency.

24. Contractor acknowledges that, pursuant to Section 372.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

25. If this Contract is for consulting services under Chapter 2254 of the Texas Government Code, in accordance with Section 2254.037 of the Texas Government Code, Contractor certifies that it does not employ an individual who was employed by System Agency or another agency at any time during the two years preceding the submission of any related Solicitation Response related to this Contract or, in the alternative, Contractor has disclosed in any related Solicitation Response the following: (i) the nature of the previous employment with System Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation at the time of the employment was terminated.

26. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to HHSC under this Contract or any related Solicitation and that Contractor’s provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

27. Contractor understands that HHSC does not tolerate any type of fraud. The agency’s policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission’s Office of the Inspector General at 1-800-436-6184 and the State Auditor’s Office. Contractor agrees to comply with all applicable laws, rules, regulations, and HHSC policies regarding fraud including, but not limited to, HHSC Circular C-027.

28. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (b) in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and (c) neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

v. 1.5
August 2018
29. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to HHSC a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to HHSC's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify HHSC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to do so timely update HHSC shall constitute breach of contract and may result in immediate contract termination.

30. Contractor represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

31. Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

   (a) all persons employed by Contractor to perform duties within Texas; and
   (b) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

32. Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

33. Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

34. Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.
35. Contract represents and warrants that the individual signing this Contract is authorized to sign on behalf of Contractor and to bind the Contractor.

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor: ________________________________________________

Signature of Authorized Representative ___________________________ Date Signed __________

Printed Name and Title of Authorized Representative __________________________ Phone Number __________

Federal Employer Identification Number __________________________ Fax Number __________

DUNS Number __________________________ Email Address __________

Physical Street Address __________________________ City, State, Zip Code __________

Mailing Address, if different __________________________ City, State, Zip Code __________
ATTACHMENT E
SUPPLEMENTAL AND SPECIAL CONDITIONS

SUPPLEMENTAL CONDITIONS
There are no Supplemental Conditions for this Contract that modifies this Contract's HHS Uniform Terms and Conditions.

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION
Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

SECTION 1.02 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS
a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:

1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.

b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

Section 1.03 Grantee's Notification of Change of Contact Person or Key Personnel
The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.
SECTION 1.04 DISASTER SERVICES
In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Grantee may be called upon to assist the System Agency in providing the following services:

a. Community evacuation;
   b. Health and medical assistance;
   c. Assessment of health and medical needs;
   d. Health surveillance;
   e. Medical care personnel;
   f. Health and medical equipment and supplies;
   g. Patient evacuation;
   h. In-hospital care and hospital facility status;
   i. Food, drug and medical device safety;
   j. Worker health and safety;
   k. Mental health and substance abuse;
   l. Public health information;
   m. Vector control and veterinary services; and
   n. Victim identification and mortuary services.

SECTION 1.05 CONSENT BY NON-PARENT OR OTHER STATE LAW TO MEDICAL CARE OF A MINOR
Unless a federal law applies, before a Grantee or its contractor can provide medical, dental, psychological or surgical treatment to a minor without parental consent, informed consent must be obtained as required by Texas Family Code Chapter 32.

SECTION 1.06 TELEMEDICINE/TELEPSYCHIATRY MEDICAL SERVICES
If Grantee or its Contractor uses telemedicine/telepsychiatry, these services shall be in accordance with the Grantee's written procedures. Grantee must use a protocol approved by Grantee's medical director and equipment that complies with the System Agency equipment standards, if applicable. Grantee's procedures for providing telemedicine service must include the following requirements:

a. Clinical oversight by Grantee's medical director or designated physician responsible for medical leadership;
   b. Contraindication considerations for telemedicine use;
   c. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
   d. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
   e. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
   f. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g. Priority in scheduling the system for clinical care of individuals;

h. Quality oversight and monitoring of satisfaction of the individuals served; and

i. Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under 25 Texas Administrative Code Rule § 448.911.

SECTION 1.07 SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.

b. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.

c. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

SECTION 1.08 THIRD PARTY PAYORS

Except as provided in this Contract, Grantee shall screen all clients and may not bill the System Agency for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Grantee shall:

a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;

b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;

c. Allow clients that are otherwise eligible for System Agency services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the System Agency for the deductible;

d. Not bill the System Agency for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;

e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;

f. Bill all third party payors for services provided under this Contract before submitting any
request for reimbursement to System Agency; and

g. Provide third party billing functions at no cost to the client.

SECTION 1.09 HIV/AIDS MODEL WORKPLACE GUIDELINES

Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

SECTION 1.10 MEDICAL RECORDS RETENTION
Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

SECTION 1.11 NOTICE OF A LICENSE ACTION
Grantee shall notify their contract manager of any action impacting its license to provide services under this Contract within five days of becoming aware of the action and include the following:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the license action; and
d. License or case reference number.

SECTION 1.12 INTERIM EXTENSION AMENDMENT

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.

b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:

1. Continue provision of services in response to a disaster declared by the governor; or
2. To ensure that services are provided to clients without interruption.

c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.
e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.
SECTION 1.13 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS

a. Applicability:
The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. Definitions:

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"Electronic and Information Resources" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

"Product" means information resources technology that is, or is related to EIR.

"Web Site Accessibility Standards/Specifications" means standards contained in Volume I Tex. Admin. Code Chapter 206(c) Accessibility Requirements. Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. Evaluation, Testing, and Monitoring

1. The System Agency may review, test, evaluate and monitor Grantee's Products and services, as well as associated documentation and technical support for compliance
with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.

2. Grantee agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. Representations and Warranties

1. Grantee represents and warrants that:

i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and

ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.

3. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.

4. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. Remedies

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with
Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

SECTION 1.14 CHILD ABUSE REPORTING REQUIREMENT
a. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.

b. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.

c. Grantee shall use the System Agency's Child Abuse Reporting Form located at www.dshs.state.tx.us/childabuserecporting as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

SECTION 1.15 GRANTEE'S CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS.
Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:

a) Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

b) Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Contract are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;

c) Applying to all employees and visitors in this designated area; and

d) Providing for or referring its employees to tobacco use cessation services.

If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

SECTION 1.16 PROGRAM EQUIPMENT, PROGRAM SUPPLIES, PROPERTY MANAGEMENT AND REPORTING.
a. Grantee shall initiate the purchase of all Equipment approved in writing by the System Agency in the first quarter of the Contract term, as applicable. Failure to timely initiate the purchase of Equipment may result in the loss of availability of funds for the purchase of
Equipment. Requests to purchase previously approved Equipment after the first quarter in the Contract must be submitted to the assigned System Agency contract manager.
b. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
c. Grantee shall maintain an inventory of Equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee’s Property Inventory Report to the assigned System Agency contract manager by e-mail not later than October 15 of each year.
d. System Agency funds must not be used to purchase buildings or real property without prior written approval from the System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.
e. At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
ATTACHMENT F
FEDERAL ASSURANCES AND LOBBYING FORM

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any designated 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. §§4722-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OMB'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 non-discrimination. 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 1685-1688), 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 handicap; (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-d-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 non-discrimination 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 Title 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 such purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§7301-7306 and 732-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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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 11960; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) issuance of federal permits consistent with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 178(b) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).


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 1996 (P.L. 99-344, 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. §54401 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations.”

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or sub-recipients from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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<th>*APPLICANT'S ORGANIZATION</th>
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<th>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</th>
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Prefix | First Name | Middle Name |
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**System Agency Contract No. HHS00003715000005 Under the 2017 Hurricane Public Health Crisis Response Cooperative Agreement Grant**

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ATTACHMENT G
FFATA CERTIFICATION

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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

<table>
<thead>
<tr>
<th>Legal Name of Contractor:</th>
<th>FFATA Contact #1 Name, Email and Phone Number:</th>
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<tr>
<th>Primary Address of Contractor:</th>
<th>FFATA Contact #2 Name, Email and Phone Number:</th>
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ZIP Code: 9-digits Required [www.usps.com]
DUNS Number: 9-digits (Required [www.sam.gov])

State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits

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<tr>
<th>Printed Name of Authorized Representative</th>
<th>Signature of Authorized Representative</th>
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<th>Title of Authorized Representative</th>
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System Agency Contract No. HHSS000371500005 Under the 2017 Hurricane Public Health Crisis Response Cooperative Agreement Grant
Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION

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

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

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

A. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? □ Yes □ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? □ Yes □ No

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

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

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

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

Provide compensation information here:

Department of State Health Services

Form 47 34 – June 2013
ATTACHMENT H
HHS DATA USE AGREEMENT

This Data Use Agreement ("DUA"), effective as of the date the Base Contract into which it is incorporated is signed ("Effective Date"), is entered into by and between a Texas Health and Human Services Enterprise agency ("HHS"), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas ("CONTRACTOR").

ARTICLE 1
PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information, 45 CFR 164.504(a)(1)-(3). This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2
DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, et seq.) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §52054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

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(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein "PHI");

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(9); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.
CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in

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a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. 45 CFR 164.502(b)(1); 45 CFR 164.514(d)

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in 45 C.F.R. 160.103) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. 45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.181

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.45 C.F.R. 164.308(a)(1)(i)/C; 164.350(a); 164.410(b); 164.530(b)(1)

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure of access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. 45 CFR 164.504(e)(2)/0/0/4)

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. 45 CFR 164.502(d)(3)/0 and (a) CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. 45 CFR 164.501, 164.508(e)(3) and (a); Texas Health & Safety Code Ch. 181.002

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. 45 CFR 164.502(e)(1)/0; 164.504(a)(1)/0 and (f).

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of...
Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. 45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR’s possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS’ request. 45 CFR 164.534 and 164.534(e)(2)(ii)(E).

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR’s incorporation of any amendments requested pursuant to HIPAA. 45 CFR 164.504(e)(2)(ii)(E) and (F).

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. 45 CFR 164.504(e)(2)(ii)(E) and 164.528.

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS’ request. 45 CFR 164.504(e)(2).

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. 45 CFR 164.308; 164.530(c); 1 TAC 202.

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR’s legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR’s legal responsibilities, if: 45 CFR 164.504(e)(4)(A).

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(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. 45 CFR 164.504(a)(4)(ii)(F).

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. 45 CFR 164.504(a)(2)(ii)(B)

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHSC and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. 45 CFR 164.504(e)(2)(ii)(F)

(F) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. 45 CFR 164.306; 164.530(c)
(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecu@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR’s security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. 45 CFR 164.308.

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. 45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official 45 CFR 164.308(a)(1) and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. 45 CFR 164.308(a)(2).

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. 45 CFR 164.502; 164.514(d).

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.
(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. 45 CFR 164.308; 164.316; 164.514(d); 164.530(b)(i).

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS’s review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. 45 CFR 164.308; 164.514(d).

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS’s obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. 45 CFR 164.504(e)(3)(i)(l).

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption as at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS at no later than 48 hours after HHS’s written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. 45 CFR 164.312; 164.530(d).

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmitts in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;

HHS Data Use Agreement 071015HIPAA Omnibus Compliance October, 2015
TACCHO VERSION
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• The Federal Information Security Management Act of 2002 (FISMA);
• The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
• Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
• NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
• NIST Special Publication 800-88, Guidelines for Media Sanitization;
• NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.
BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event; Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.
(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). 45 CFR 164.404.

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. 45 CFR 164.410.

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: For (a) - (m) below: 45 CFR 164.408-414.

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

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(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR’s initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR’s recommendation for HHS’s approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR’s provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk; estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.330

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to HHS Data Use Agreement 071015HIPAA Omnibus Complaint October, 2015 TACCHO VERSION Page 10 of 15
expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

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ARTICLE 5.
STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. 
GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

HHS Data Use Agreement 071015: HPA2 Omnibus Compliant October, 2015
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(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violation is not timely cured by CONTRACTOR.

(E) If termination or cure is not feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

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TACCHO VERSION
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6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event of Default, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear its own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPAA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will
be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.
## Certificate Of Completion

**Envelope Id:** 55B93643A3444DCBABA0A45DD7759027  
**Status:** Sent  
**Subject:** New $349,038.00; HH80003715300005; City of Harlingen; CMS/CoAg LHD  
**Source Envelope:**  
**Document Pages:** 80  
**Certificate Pages:** 2  
**AutoNav:** Enabled  
**Enveloped Stamping:** Enabled  
**Time Zone:** (UTC-06:00) Central Time (US & Canada)

### Record Tracking

**Status:** Original  
**Sent:** 1/8/2019 1:17:38 PM  
**Holder:** Texas Health and Human Services Commission  
**Location:** DocuSign  
**Envelope Originator:**  
Texas Health and Human Services Commission  
1100 W. 49th St.  
Austin, TX 78756  
PCS_DocuSign@hhsc.state.tx.us  
**IP Address:** 167.137.1.15

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<td></td>
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<tr>
<td>City Manager</td>
<td></td>
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<td>Irma Garcia</td>
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<td><a href="mailto:imelda.garcia@dhhs.texas.gov">imelda.garcia@dhhs.texas.gov</a></td>
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<tr>
<td>Josue &quot;Josh&quot; Ramirez</td>
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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: February 6, 2019

Agenda Item:
Consider and take action to approve an ordinance on first reading amending Chapter 18 of the Harlingen Code of Ordinances establishing the correction of rental fees for the Rangerville Park Pavilion and Gazebo.

Prepared By (Print Name): Javier Mendez
Title: Director of Parks and Recreation
Signature:

Brief Summary:

Summary:
Staff is requesting to amend the Master Fee Ordinance to reflect the correct rental fee rate for Rangerville Park Pavilion and Gazebo. On July 11, 2018, the City Commission approved the new and updated fees, which included the recommended rental fees for park facilities. Inadvertently, the scheduled fees that were presented and adopted for the pavilion rental and gazebo rental were switched. The fees that were adopted for the Pavilion rental are $75.00 for residents and $90.00 for non-resident per day and for the Gazebo rental are $100.00 for residents and $125 for non-resident per day. So, staff is requesting to correct the rental fees. Below is a table showing the current fees and a table showing the proposed fees.

Currently

<table>
<thead>
<tr>
<th></th>
<th>Resident</th>
<th>Non-resident</th>
<th>Deposit</th>
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<tbody>
<tr>
<td>Rangerville Park Pavilion</td>
<td>$75.00</td>
<td>$90.00</td>
<td>$50.00</td>
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<tr>
<td>Rangerville Park Gazebo</td>
<td>$100.00</td>
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<td>$50.00</td>
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</table>

Proposed

<table>
<thead>
<tr>
<th></th>
<th>Resident</th>
<th>Non-resident</th>
<th>Deposit</th>
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<tbody>
<tr>
<td>Rangerville Park Pavilion</td>
<td>$100.00</td>
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<td>$50.00</td>
</tr>
<tr>
<td>Rangerville Park Gazebo</td>
<td>$75.00</td>
<td>$90.00</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

Are funds specifically designated in the current budget for the full amount for this purpose?

*If no, specify source of funding and amount requested:

Finance Director’s approval: X Yes □ No

Staff Recommendation:
Staff is recommending approval of the amendment to the Ordinance.

City Manager’s approval: □ Yes □ No □ N/A

Comments:

City Attorney’s approval: X Yes □ No □ N/A
ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY OF HARLINGEN, TEXAS AMENDING EXHIBIT "A" OF ORDINANCE NO. 18-28 AND AMENDING CHAPTER 18, MASTER FEE SCHEDULE OF THE HARLINGEN CODE OF ORDINANCES ESTABLISHING FEES FOR CERTAIN LICENSES, PERMITS, AND OTHER SERVICES PROVIDED BY THE CITY OF HARLINGEN; AMENDING CHAPTER 36 PARKS AND RECREATION; PROVIDING FOR PUBLICATION AND ORDAINING OTHER MATTERS PERTAINING TO THE FOREGOING.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HARLINGEN:

Section 1. That Chapter 18, Master Fee Schedule of the Code of Ordinances of the City of Harlingen is hereby amended by correcting the rental fees for Rangerville Park Pavilion and Rangerville Park Gazebo and to read as follows:

<table>
<thead>
<tr>
<th></th>
<th>Resident</th>
<th>Non-resident</th>
<th>Deposit</th>
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<tbody>
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<td>Rangerville Park Pavilion</td>
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<td>$75.00</td>
<td>$90.00</td>
<td>$50.00</td>
</tr>
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</table>

FINALLY ENACTED THIS 20TH day of February, 2019 at a regular meeting of the Elective Commission of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with TEXAS GOVERNMENT CODE, TITLE 5, SUBTITLE A, CHAPTER 551.

CITY OF HARLINGEN

BY: _______________________
   Chris Boswell, Mayor

ATTEST:

______________________
Amanda C. Elizondo, City Secretary
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: February 6, 2019

Agenda Item:
Consideration and possible action to authorize Mayor Chris Boswell and the City Commission to sign the 2019 It’s Time Texas Challenge Pledge.

Prepared By (Print Name): Javier Mendez,
Title: Parks & Recreation Director
Signature: 

Brief Summary:

Summary.
The It’s Time Texas Challenge is an 8 week statewide competition that unites and mobilizes schools, businesses, organizations, community members and Mayors toward a common goal of transforming their community’s health. This year’s challenge will run from January 7th through March 3rd.
The organization is a nonprofit working together with their partners HEB and SNAP-Ed to increase trends and initiatives in the health movement in Texas. Their mission is to empower people to lead healthier lives and build healthier communities. The free programs, tools, and services help promote sustainable health initiatives for communities in the State of Texas. The participating cities and towns hosted a variety of health-inspired events including soccer tournaments, building playgrounds, fun runs, community health fairs, and free fitness classes. Last year the winners in each category with the highest number of points received a trophy, governor’s certificate, registration to the 2018 Healthier Texas Summit, and a $1,800 grant to put towards future health-related efforts. By signing this pledge the City of Harlingen will receive 2,500 points.

Funding (if applicable):
Are funds specifically designated in the current budget for the full amount □ Yes □ No* 
for this purpose?  □ Yes □ No
*If no, specify source of funding and amount requested:
Finance Director’s approval:  □ Yes □ No □ N/A

Staff Recommendation:
Staff will present recommendations to City Commission.

City Manager’s approval:  □ Yes □ No □ N/A

Comments: 

City Attorney’s approval:  □ Yes □ No □ N/A
IT’S TIME TEXAS

ABOUT OUR CEO

I grew up in small-town Mississippi, a child of the 80's. I was overweight, and I was bullied for it.

When I was 11 years old, the summer before 6th grade, I was trying on clothes and realized I had to move up to the "husky" size. I looked at myself and decided at that moment that I was going to change my life. There were few resources at that time and in that place to support a major change, but my mother said she'd help. I started walking two miles every morning and incorporated jogging, so that by mid-summer, I was jogging the full two miles. I cut out processed snack foods and replaced them with fruits and vegetables, and replaced all sodas with water. The family cut back on red meat and increased our consumption of lean meats, especially poultry and fish. I lost 30 pounds over that one summer.

Not only did my family support and encourage me, they changed with me! We all changed our diets and became much more active. Our neighbors started to notice and asked what we were doing, and my mom shared her tips and recipes with them. She took a lot of the traditional meals that we ate and figured out how to prepare them using healthier ingredients, substituting yogurt for sour cream or ground turkey in place of beef. She was an absolute hero through this transformation, and without her, I would not have been nearly as successful.

I went from dreading school to being one of the top students in my class. I learned that it wasn't about how much weight I was going to lose, but that I was giving myself a better life and access to a bigger world. I learned to take the long view — to view healthy living as a journey — and that helped me get past any setbacks.

In our culture, fitness is so often connected to a person's image and, in my opinion, unhealthy ideals. I believe it's more than that. I truly believe that to make successful change, you have to love yourself. Because that's what being healthy is about. It's about being respectful of your body and honoring those you love and who love you.

So many people struggle with this, in all walks of life. But it can be done. I'm living proof. The trick is to find people to walk your health journey with you and to hold you accountable in a loving way. That's what my family, friends and all the great people I work with and serve through IT'S TIME TEXAS do for me, and that is what IT'S TIME TEXAS is meant to provide for all of us: empowerment to make healthy choices together with our families, friends, co-workers, schools, businesses, and larger communities. We're moving together, supporting one another, and we're serving as a model for the rest of the nation. Lasting, healthy change is happening in Texas, and we're not slowing down!

- Baker Harrell, PhD, Founder and CEO, IT’S TIME TEXAS

Baker's background and expertise in new media, social movement theory, and health marketing drive the efforts of IT'S TIME TEXAS. In less than two years, IT'S TIME TEXAS has become the preeminent community health organization in the Lone Star State. This year, IT'S TIME TEXAS will impact the health of more than 5 million Texans in over 550 communities. Baker's prior ventures in the public health arena have received the Best Practices Health and Fitness Award
MAYOR PLEDGE

In Support of the IT’S TIME TEXAS Community Challenge,

I, Mayor ______________________ , of __________________________ Texas

PLEDGE TO:

Kick off the IT’S TIME TEXAS Community Challenge by declaring my support and encouraging our constituents to participate

To Earn Challenge Points For Our Community, I Will:

» E-mail a photo of myself holding the Pledge to mayorpledge@itstimetexas.org to be featured on the Challenge website (Required, 10,000 points)

» Ask City Council members to sign and upload a photo of the group holding the Pledge on the Challenge site (2,500 points)

» Create and upload a short video that promotes the IT’S TIME TEXAS Community Challenge and calls on another Texas Mayor to compete (15,000 points)

» Establish or strengthen a Community Health Collaborative in my community (20,000 points)

» Host and speak at an IT’S TIME TEXAS-sanctioned event in my community that promotes healthy living and the Community Challenge (5,000 points)

I recognize that a healthy community is more united, more productive, and more prosperous. As a result, I am committed to the health of my community and pledge to make our community a model for others to follow.

MY CITY IS UP TO THE CHALLENGE!

Mayor’s Signature:

Signed __________________________ Date __________________________

Let your community know you’ve signed your pledge by taking a photo holding your signed pledge and posting it to social media with the hashtag #CommunityChallenge!

Association of Texas Professional Educators is a strategic partner of IT’S TIME TEXAS and the Community Challenge. www.atpe.org

This institution is an equal opportunity provider. This material was funded by USDA’s Supplemental Nutrition Assistance Program -- SNAP. To receive assistance purchasing healthy foods, sign up for SNAP benefits at yourtexasbenefits.com.
from the Texas Department of State Health Services and a Most Promising Initiative award from
the Centers for Disease Control and Prevention and the Robert Wood Johnson Foundation.
Prior to founding IT'S TIME TEXAS, Baker completed a master's in Health Education with a
concentration in childhood obesity. His philosophy of empowering people to initiate pro-social
change is reflected in the work of IT'S TIME TEXAS and supported by Baker's interdisciplinary,
doctoral research, which focused on the intersection of social movement studies, social marketing,
and public health.

Statewide Scoreboard Results
(As of January 30, 2019)

| MID-SIZE                  |  |
|---------------------------|--|---|
| Pop. 40,001 - 100,000     |   |
| 1 Harlingen               | 2,251,300 |
| 2 Texas City             | 814,950   |
| 3 Coppell                | 487,680   |
| 4 Pharr                  | 389,410   |
| 5 Baytown                | 231,110   |
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: February 6, 2019

Agenda Item:
Consideration and possible action to amend the rental contract for the Harlingen Cultural Arts Center.

Prepared By (Print Name): Javier Mendez,
Title: Parks & Recreation Director
Signature: [Signature]

Brief Summary:
Summary.
For years it has been the City's policy to restrict the serving of alcohol in the Harlingen Cultural Arts Center. Most recently we have had inquiries to rent the building for events that would involve the serving of alcohol, but language in the contract restricts us from allowing it. Staff is recommending to amend the contract to include the identical language that is used for the rental of Casa De Amistad, Casa Del Sol and Harlingen Community Center, to allow the serving of alcohol with the condition that they have off duty city police officers on site. I would suggest including language in this agreement specifically that the entire building would need to be rented so that we don't have mixed occupancy during the events when alcohol is served. Attached is the language that staff recommends approving.

Funding (if applicable):
Are funds specifically designated in the current budget for the full amount [ ] Yes [X] No*
for this purpose?
*If no, specify source of funding and amount requested:
Finance Director's approval: [ ] Yes [ ] No [ ] N/A

Staff Recommendation:
Staff will present recommendations to City Commission.

City Manager's approval: [ ] Yes [ ] No [ ] N/A

City Attorney's approval: [ ] Yes [ ] No [ ] N/A
CONTRACT LANGUAGE FOR USE OF THE HARLINGEN CULTURAL ARTS CENTER.

NOTE: STATE LAW ON ALCOHOL BEVERAGES SHALL BE OBSERVED. THE LESEE BE RESPONSIBLE FOR SEEING THAT GUESTS ARE NOTIFIED OF THE CURFEW. 12:00 MIDNIGHT SUNDAY THRU FRIDAY AND 1:00 A.M. SUNDAY FOR SATURDAY FUNCTIONS. (Sale of alcoholic beverages is specifically prohibited)

ALL EVENTS, PUBLIC OR PRIVATE: A $150.00 breakage fee shall be required for replacement of any damages to the building, furnishings and/or fixtures incurred by the lessee and/or his guest or customers. In order to maintain and operate the building properly, certain rules apply to its use. We appreciate your cooperation.

1. Alcoholic beverages will not be allowed on the premises at any time, nor will smoking be permitted inside the building. Smoking is permitted in the patio area.
2. Smoking is prohibited in the building.
3. A down payment of 25% of scheduled charges must be received by the City of Harlingen before any reservation is made. Cancellations made thirty (30) days prior to reservation date will be refunded. City shall retain down payment on cancellations of less than 30 days.
4. The balance of rent must be paid thirty (30) days BEFORE THE BUILDING IS USED.
5. In the event a lessee desires to make a series of reservations, the 25% down payment must be paid for each reservation desired. The time limit on refunds after cancellation shall apply the same as for single reservations.
6. The lessee shall be required to hire off-duty Harlingen Police officers to attend all events where alcohol is being served.
7. The lessee shall be required to lease the entire building if alcohol will be served.
8. The City employs a caretaker to handle the air conditioning and lighting and any sound systems. The lessee shall not attempt to operate any of these facilities, since it may result in damage to the equipment and/or inconvenience to the lessee.
9. The City Commission reserves the right to cancel this reservation up to sixty (60) days prior to the actual date booked by the undersigned.
10. The breakage fee for events will be refunded by the Finance Department within ten (10) thirty (30) days after an inspection of the premise property and fixtures by the City Maintenance Department. The breakage fee will be mailed to address provided by the lessee.
11. All equipment brought into the building by the lessee, his guests, or employees shall be removed during the scheduled move out time.
12. The minimum time a room (or entire building) may be rented is two hours.
13. If no attendant is requested, the lessee shall remove all trash and/or garbage created by said lessee, placing same in the containers outside the building. If this is not complied with, the user is subject to a fine, which may be deducted from the cleaning deposit. Every organization, group or individual leasing the building will have the responsibility of leaving the building as clean as they found it during the scheduled move out time.
14. Decorations of any kind not to be fastened to the ceiling, walls or doorframes by nails, tape, thumb tacks, etc. Flying balloons may be anchored by tying them to chairs or other heavier objects resting on the floor.

15. Any youth group wishing to meet at the Cultural Arts Center must have adult sponsors who will be responsible for the supervision of the minors and who will be subject to all of these rules, regulations, and policies, including financial responsibility for any damage caused by such group. This responsibility for and supervision of children shall include minors who are accompanying adults at an adult function or meeting.

SPECIAL NOTICE: THE CITY OF HARLINGEN RESERVES THE RIGHT TO CANCEL THIS RESERVATION AT ANY TIME WHEN THE MAYOR OR CITY COMMISSION DECLARES THAT A STATE OF EMERGENCY EXISTS.

THIS DOCUMENT AND ALL INFORMATION IN IT IS PUBLIC RECORD AND SUBJECT TO DISCLOSURE.

No reservation is made until this agreement has been completed. We regret that we cannot accept telephone reservations. Please keep your copy of this agreement at all times.

NOTE: The lessee is responsible for compliance with the Southern Standard Building Code and the Fire Prevention Code (AIA) with regard to occupancy. Maximum occupancy of Liberty Hall 113, Studio A is 35, and Studio B is 26. Violations of any of the provisions of these codes shall constitute a misdemeanor and upon conviction thereof in the Municipal Court of the City of Harlingen, shall be subject to a fine of not less than ten dollars ($10.00), or not more than two hundred dollars ($200.00).

As a part of the consideration for the execution of this agreement, user agrees to indemnify City and hold the City harmless from any and all damages to, or loss of property belonging to any user, and further to hold the City harmless to any injury to any person using the premises during the term of this agreement, and to defend any and all actions against the City resulting from use by Lessee.

Contracts written for more than six months in advance are subject to price change and the final rental price will be calculated based on the rates in effect at the time the building is used. Rental rates are established by the City Commission.

In case of Emergency, Call the Police Department at (956) 216-5400.

This Agreement is specifically enforceable.

I have read and agree to comply with the above rules.

Signature:____________________
### Agenda Item

**EXECUTIVE SUMMARY**

**Meeting Date:** February 06, 2019

**Agenda Item:**
Consider and take action to adopt a resolution supporting relief from nonpayment and disconnection policies for services provided by the Harlingen Water Works System for federal employees.

**Prepared By (Print Name):** Carlos A. Sanchez, P.E., CFM, CPM  
**Title:** Assistant City Engineer  
**Signature:**

**Brief Summary:**
On January 30, 2019 the Harlingen Water Works System Board approved a resolution approving a temporary variance to payment and disconnection policies for furloughed federal employees. Said action provides relief by waiving late payment penalties and suspending disconnection of services on delinquent accounts maintained by said federal employees during the shutdown and for a period of 21 days thereafter. Approval of this resolution would provide relief from late fees created from city services and fees billed through the HWWS billing system; solid waste collection services and the street maintenance fee.

**Funding (if applicable):**
Are funds specifically designated in the current budget for the full amount [ ] Yes [X] No*  
*If no, specify source of funding and amount requested:

**Finance Director’s approval:** [ ] Yes [ ] No [ ] N/A

**Staff Recommendation:**
Staff recommends approval of the resolution as presented.

**City Manager’s approval:** [ ] Yes [ ] No [ ] N/A

**City Attorney’s approval:** [ ] Yes [ ] No [ ] N/A

Form revised 01/26/09
RESOLUTION 2019-__

A RESOLUTION OF THE CITY OF HARLINGEN, TEXAS APPROVING RELIEF FROM NONPAYMENT AND DISCONNECTION POLICIES FOR SERVICES PROVIDED BY THE HARLINGEN WATER WORKS SYSTEM FOR FEDERAL EMPLOYEES.

WHEREAS, the City of Harlingen recognizes the adverse financial impacts experienced by its citizens who are federal employees, including furloughs and requirements to work without pay, due to the recent federal government shutdown; and

WHEREAS, the recent federal government shutdown has resulted in unanticipated financial hardship for federal employees; and

WHEREAS, such financial hardship has resulted in difficulty for Harlingen Water Works System (HWWS) customers who are also federal employees to make timely payments for needed water, wastewater, and other utility services; and

WHEREAS, the City of Harlingen supports measures to provide relief to such federal employee customers from certain HWWS policies normally applicable to late or nonpayment of customer utility bills, due to the aforementioned shutdown which was beyond the control of said customers, finding such relief to be in the best interest of the public;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF HARLINGEN, TEXAS:

(i) The City Commission of the City of Harlingen, Texas hereby passes this resolution approving the waiver of HWWS late payment and disconnection penalties for such federal employee utility customers for a period of 21 days after the shutdown; and

(2) Such waivers shall be administered by the HWWS and require satisfactory evidence of federal government employment in the form of identification cards, pay stubs, or other suitable documents demonstrating federal employment.


APPROVED:

Chris Boswell, Mayor

ATTEST:

Amanda C. Elizondo, City Secretary
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: 2/8/2019

Agenda Item:
Consideration and possible action to approve a resolution calling and ordering the May 4th, 2019 City of Harlingen General Election to elect one (1) member for the position of Mayor (at-large) and two (2) members for the position of City Commissioner, District 1 and District 2 and any other matters related to the election. Attachment (City Secretary)

Prepared By (Print Name): Amanda C. Elizondo
Title: City Secretary
Signature: 

Brief Summary:
Resolution calling and ordering the City of Harlingen General Election to be held May 4, 2019 between the hours of 7 a.m. to 7 p.m. to elect one member for the position of Mayor (at-large), and two members for the positions of City Commissioners, District 1 and District 2 to the elective governing body; designating the election precincts for said election; directing the City Secretary to prepare the official ballot form; adopting the use of paper ballots for the General Election Day and Early Voting by Personal Appearance; providing for the appointment of presiding judges and clerks for Election Day and Early Ballot Board through a separate resolution; providing for publication and posting of election notice; providing for early voting by mail and designating City Hall as the polling place for Early Voting by Personal Appearance; appointing the City Secretary as the Early Voting Clerk; providing for the canvassing of the General Election results; providing for a Run-off Election in the event that no candidate for Mayor (at-large) or Commissioner for a particular district receives a majority of the votes cast for or in the event of a tie vote in any particular district and any other related matters pertaining to the conduct of the election.

Funding (if applicable):

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<th>Yes</th>
<th>No*</th>
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Finance Director’s approval:

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<th>Yes</th>
<th>No</th>
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Staff Recommendation:
Staff recommends approval of the resolution.

City Manager’s approval:

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<th>Yes</th>
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Comments:

City Attorney’s approval:

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<th>Yes</th>
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RESOLUTION NO. _____

RESOLUTION CALLING AND ORDERING A GENERAL ELECTION IN HARLINGEN, TEXAS, FOR THE PURPOSE OF ELECTING A MAYOR (AT-LARGE), AND TWO (2) COMMISSIONERS TO THE HARLINGEN CITY COMMISSION; ONE COMMISSIONER FOR EACH OF THE RESPECTIVE SINGLE MEMBER DISTRICTS 1 AND 2; SAID ELECTION TO BE HELD ON SATURDAY, MAY 4, 2019, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M. CENTRAL STANDARD TIME: DESIGNATING THE VOTING PRECINCTS FOR SUCH ELECTION; DESIGNATING THE POLLING PLACES FOR SUCH ELECTION; SPECIFYING THE DATES AND TIMES THE POLLS SHALL BE OPEN FOR EARLY VOTING BY PERSONAL APPEARANCE AND ON ELECTION DAY; DIRECTING THE CITY SECRETARY TO PREPARE THE OFFICIAL BALLOT FORM; ADOPTING THE USE OF PAPER BALLOTS; PROVIDING FOR APPOINTMENT OF PRESIDING AND ALTERNATE PRESIDING JUDGES AND APPOINTMENT OF AN EARLY BALLOT BOARD FOR EARLY VOTING BALLOTS AND PROVIDING THAT SAID ELECTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS; AND THE PERTINENT PROVISIONS OF THE HARLINGEN CITY CHARTER WHERE NOT INCONSISTENT WITH THE LAWS OF TEXAS; AND PROVIDING FOR NOTICE OF SAID ELECTION IN ENGLISH AND SPANISH LANGUAGE; AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING.

WHEREAS, an election shall be held in the City of Harlingen, Texas on the first Saturday in May, 2019 such date being May 4, 2019; and

WHEREAS, the purpose of the General Election is to elect a Mayor (at-large) and two (2) Commissioners: one (1) Commissioner for each of the Single Member Districts 1 and to 2 to the elective governing body of the City of Harlingen, Texas; and

WHEREAS, the election shall be held and conducted and returns made in accordance with the laws of the State of Texas and the Harlingen City Charter;

NOW, THEREFORE, BE IT RESOLVED BY THE HARLINGEN CITY COMMISSION THAT:

1. The Harlingen City Harlingen hereby calls and orders a General Election of the City of Harlingen to be held on Saturday, the 4th day of May, 2019 between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing a Mayor (at-large) and two (2) Commissioners: one for each of the Single Member Districts 1 and 2.

2. All registered voters residing within the City of Harlingen shall be qualified to vote in the Mayor’s race; all registered voters of the City of Harlingen residing within District 1 shall be qualified to vote for the City Commissioner’s race, District 1 and all registered voters of the City of Harlingen residing within District 2 shall be qualified to vote in the City Commissioner’s race, District 2.

3. Any candidate desiring to file an application to place his or her name on the official General Election Ballot shall do so by complying with the provisions and procedures of
the Texas Election Code and the Harlingen City Charter. Such candidate shall file the application with the City Secretary.

4. The City Secretary shall be and is hereby directed to prepare the official ballot in accordance with the Texas Election Code to permit the qualified voters to vote in the Mayor’s race and all qualified voters residing within Districts 1 and 2 to vote for the City Commissioners’ races.

5. Paper ballots shall be used on Election Day and during Early Voting by Personal Appearance.

6. The Harlingen City Commission hereby adopts the ES&S AutoMark Voter Assist Terminal and Model DS-200 Precinct Scanners and Tabulator for Election Day and Early Voting by Personal Appearance as approved by the Texas Secretary of State to comply with the Help America Vote Act requirements.

7. There shall be a Presiding Judge, an Alternate Presiding Judge and a number of clerks to serve in the polling place for the designated precincts. The Presiding Judges and Alternate Presiding Judges for the polling places and Early Ballot Board shall be appointed by a separate resolution by the Harlingen City Commission in accordance with the Texas Election Code. The Presiding Judges of the polling places shall appoint not less than two and no more than four clerks to serve in each respective polling place. The Early Voting Ballot BoardPresiding Judge shall appoint not less than two and no more than three clerks to serve on such board. The Early Voting Ballot Board shall tabulate the early voting ballots and prepare the returns thereof in the manner prescribed by the Texas Election Code.

8. The Mayor may act for the City Commission in the event any emergency appointments are necessary. The City Secretary is hereby authorized to carry out all necessary acts and requirements as delegated to such office by the Texas Election Code. The Early Voting Clerk shall deliver all early voting ballots and ballot envelopes to the Early Voting Ballot Board Presiding Judge during the times the polls are open on Election Day as specified by the Presiding Judge of the Early Voting Ballot Board.

9. Early Voting for the General Election shall be conducted by the City Secretary/Early Voting Clerk of the City of Harlingen and her deputies. Early voting by personal appearance shall be held at City Hall, Town Hall Meeting Room, 2nd Floor, 118 E. Tyler Ave., Harlingen, Texas. Early Voting by Personal Appearance shall remain open for at least eight hours, with the exception of two week days to be open for at least 12 hours pursuant to the following schedule:

   Monday, April 22nd - 8:00 a.m. to 5:00 p.m.
   Tuesday, April 23rd - 8:00 a.m. to 5:00 p.m.
   Wednesday, April 24th - 8:00 a.m. to 5:00 p.m.
   Thursday, April 25th - 8:00 a.m. to 8:00 p.m.
   Friday, April 26th - 8:00 a.m. to 5:00 p.m.
   Monday, May 29th - 8:00 a.m. to 5:00 p.m.
   Tuesday, May 30th - 8:00 a.m. to 8:00 p.m.
10. The address to which ballot applications and ballots voted by mail shall be mailed to the City Secretary/Early Voting Clerk, Amanda C. Elizondo, City of Harlingen, 118 E. Tyler Ave., Harlingen, Texas 78550 and applications for mail ballots may be sent via email at aelizondo@myharlingen.us or delivered by contract carrier to the same physical address.

11. Notice of the General Election shall be in English and Spanish as require by Section 4.003 of the Texas Election Code one (1) time in a newspaper of general circulation in Harlingen, Texas.

12. Notice of the General Election shall be posted along with a copy of this Resolution on the City Hall bulletin board located at 118 E. Tyler Ave., Harlingen, Texas no later than 21 days prior to said General Election Day at the polling locations no later than the 10th day prior to the General Election Day.

13. The following polling places are hereby designated for voting in the May 4, 2019 General Election:

**District 1**
Long Elementary School, 2601 North 7th Street
Precincts: 56 and parts of 39, 57, 78, 84, and 87.

**District 2**
Bonham Elementary School, 2400 E. Jefferson Street
Precincts: 31, 32.

Zavala Elementary School, 1111 North "B" Street
Precincts: 33, 35, and 42.

**District 3**
Treasure Hills Elementary School, 2525 Haine Drive
Precincts: 30 and 79; and Parts of 23, 25, 34, 43, and 44.

**District 4**
Bowie Elementary School, 309 W. Lincoln Street
Precincts: 41, 103, and 104.

Jefferson Elementary School, 601 South "J" Street
Precincts: Parts of 39 and 78.

**District 5**
Stuart Place Elementary School, 6701 W. Business Highway 83
Precincts: 36; and Parts of 26, 28, 29, 39, 58, 64, 80, and 85.
14. All voting locations are located in Harlingen, Texas. Voting for the position of Mayor (at-large) shall be held at every location as noted above.

15. The canvassing of the votes shall be held and conducted in accordance with the Election Code of the State of Texas and the City Charter of the City of Harlingen, Texas.

16. In the event that no candidate for commissioner for a particular district receive a majority of the votes cast or in the event of a tie vote for commissioner of any particular district, a Run-off Election shall be held between the two candidates receiving the highest number of votes in the Election in each respective race. Such Run-off Election shall be held not earlier than the 20th or later than the 45th day after the date that final canvass of the General Election is completed.

17. The Run-off Election shall be conducted with paper ballots and the ES&S AutoMark Voter Assist Terminal and Model M-100 Scanners for the Run-off Election Day and Early Voting by Personal Appearance, as approved by the Texas Secretary of State to comply with Help American Vote Act requirements. The same polling places as used for the General Election are hereby designated for such Run-off Election and the same presiding judges and election officials are hereby designated for the Mayor’s race and applicable Single Member Districts 1 and 2 races on the applicable Run-off Election Day. Notice of the Run-off Election shall be given in accordance with the rules and regulations of the Texas Election Code.

18. The candidates for each respective office receiving the majority of the votes in the Run-off Election shall be declared elected. In the event of a tie, the winner of such election shall be determined by drawing by lot.

FINALLY ENACTED THIS 6th day of February, 2019, at a regular meeting of the City of Harlingen, Texas at which a quorum was present and which was held in accordance with the TEXAS GOVERNMENT CODE, TITLE 5, SUBTITLE A, CHAPTER 551.

CITY OF HARLINGEN

_________________________________
Chris Boswell, Mayor

ATTEST:

_________________________________
Amanda C. Elizondo, City Secretary