1. AGENDA FOR MAY 05, 2020
   Documents:
   
   A-05-05-2020.PDF

2. BINDER FOR MAY 05, 2020
   Documents:
   
   BINDER 05-05-2020.PDF
NOTICE OF A PUBLIC MEETING OF THE
CITY COMMISSION OF THE CITY OF BROWNSVILLE

TELECONFERENCE OPEN MEETING

Pursuant to Chapter 551, Title 5, Section 551.041, of the Texas Government Code, the Texas Open Act, notice is hereby given that the City Commission of the City of Brownsville will conduct a Regular Meeting on Tuesday, May 05, 2020, at 5:00 P.M. via Webex Teleconference Meeting by logging on at:
https://brownsville.webex.com/brownsville/j.php?MTID=m2932660d4ac45b0a73abab4fffb55ba54
Meeting Number: 960 606 883

This Notice and Meeting Agenda, are posted online at: http://www.cob.us/AgendaCenter

The members of the public wishing to participate in the meeting hosted through Webex Teleconference can join at the following numbers:

Or you can Join by phone
+1-408-418-9388 United States Toll
Access code: 960 606 883
Password: commission

Members of the public who submitted a “Public Comment Form” will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting.

A recording of the meeting will be made and will be available to the public in accordance with the Open Meetings Act.

CALL TO ORDER
a) Roll Call
b) Invocation

PUBLIC COMMENT PERIOD

- Non-Agenda Items: Kindly submit a “Public Comment Form” stating the City business or City policy you wish to speak to before the start of the scheduled meeting time with the City Secretary. Forms are not reserved for anyone nor may time be deferred to anyone. PowerPoint presentations may not be accommodated. This period is limited to five (5) speakers with a time limit of three (3) minutes per speaker.
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WORK SESSIONS

A) Discussion regarding the City of Brownsville response to the urgent public necessity concerning COVID-19, otherwise known as Coronavirus, including but not limited to:

a. Continuity Plan Update: City staffing, facilities and services, including actions and continuity of such operations;
b. Financial Update: Emergency Procurement; and
c. Drive-thru collections/testing site update

B) Update on Governance Pillar  (Communications and Marketing Department)

CONSENT AGENDA ITEMS

The following are considered to be routine by the City Commission and will be approved by one motion. There will be no separate discussion of these items unless a City Commissioner so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

a) Consideration and ACTION on Resolution Number 2020-038, of the City of Brownsville, Texas, finding that AEP Texas Inc.'s application to amend its distribution cost recovery factors to increase distribution rates within the City should be denied; authorizing participation with the cities served by AEP Texas; authorizing hiring of legal counsel; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. (City Manager’s Office)

b) Consideration and ACTION on Resolution Number 2020-041, approving the City Commission Strategic Vision. (City Manager’s Office)

c) Consideration and ACTION on Resolution Number 2020-035, amending Personnel Policy Manual to include the Lactation Policy. (Organizational Development & Human Resources Department)

d) Consideration and ACTION to approve a Memorandum of Understanding (MOU) between the University of Texas Rio Grande Valley Continuing Education (UTRGV) and the City of Brownsville for a Professional Development Program. (Organizational Development & Human Resources Department)

e) APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2019-011-S, to allow a wireless communication facility, a General Retail (4C) use in Light industrial “J” (7CJ) for a 1.67 acre tract of land in Lot 1, R.A. Lieck Estate, Partition Share 22, Espiritu Santo Grant, located near the corner of Fish Hatchery Road and Expressway 77. (District 4) (Planning and Redevelopment Department)
PUBLIC HEARINGS

1. Public Hearing and ACTION to approve Resolution Number 2020-031, to authorize the filing of the Fiscal Year 2020, Section 5307, Urbanized Area Formula Program grant apportionment, in the amount of $2,686,492.00, with the Federal Transit Administration (FTA), an Operating Administration of the United States Department of Transportation, for Federal Transportation Assistance Authorized by 49 USC Chapter 53, Title 23, United States Code. (Multimodal Transportation Department)

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**EXECUTIVE SESSION**

A) Attorney consultation pursuant to Section 551.071(2), Texas Gov’t Code to receive legal advice regarding the City’s rights, duties, privileges, and obligations in connection with all economic development projects and initiatives presently undertaken or under consideration by the City’s administrative team. (City Manager’s Office)

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By: Trey Mendez
Mayor of the City of Brownsville

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Griselda Rosas, Interim City Secretary
Update on Governance Pillar (Communications and Marketing Department)

Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

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<th>Reviewing Departments</th>
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City Commission

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Assistant City Manager

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Deputy City Manager

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City Manager's Approval

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**AGENDA ITEM**

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**Information:** Please include additional information/request.

Consideration and Action on Resolution Number 2020-038, of the City of Brownsville, Texas finding that AEP Texas Inc.'s application to amend its distribution cost recovery factors to increase distribution rates within the City should be denied; authorizing participation with the cities served by AEP Texas; authorizing hiring of legal counsel; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

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Rev 3/2019
To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Marina Zolezzi, Assistant to the City Manager

Date: April 30, 2020

Agenda: Consideration and ACTION on Resolution of the City of Brownsville, Texas finding that AEP Texas Inc.'s application to amend its distribution cost recovery factors to increase distribution rates within the City should be denied; authorizing participation with the cities served by AEP Texas; authorizing hiring of legal counsel; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

Summary:

On April 3, 3030 AEP Texas Inc. (AEP) filed an application to amend its Distribution Cost Recover Factors (DCRF) to increase distribution rates with each of the cities in their service area. In the filing, AEP asserts that it is seeking an increase in distribution revenues of approximately $39.87 million (an approximately $1.83 increase to the average residential customer’s bill from the rates just approved in the AEP’s rate case).

The resolution authorizes the City of Brownsville to join with the Cities served by AEP to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue. The purpose of the resolution is to deny the DCRF application proposed by AEP. Cities have engaged the services of Lloyd Gosselink and consultants to review the filing, negotiate with AEP, and make recommendations to the City regarding reasonable rates. The resolution provides that the AEP’s application is unreasonable and should be denied and that AEP’s current rates shall not be changed.

Attached to this memo includes the resolution, model staff report which provides the explanation of the “be it resolved paragraphs” and the memorandum from Lloyd Gosselink regarding the AEP-DCRF filing.

Recommendation:
City administration recommends the City Commission’s approval of this resolution denying the DCRF application proposed by AEP.
RESOLUTION NO. 2020-038

A RESOLUTION OF THE CITY OF BROWNSVILLE, TEXAS FINDING THAT AEP TEXAS INC.’S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTORS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE CITIES SERVED BY AEP TEXAS; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Brownsville, Texas (“City”) is an electric utility customer of AEP Texas Inc. (“AEP” or “Company”), and a regulatory authority with an interest in the rates and charges of AEP; and

WHEREAS, the City is a member of the Cities Served by AEP (“Cities”), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP’s service area; and

WHEREAS, on or about April 3, 2020 AEP filed with the City an Application to Amend its Distribution Cost Recovery Factor (“DCRF”), PUC Docket No. 50733, seeking to increase electric distribution rates by approximately $39.87 million (an approximately $1.83 increase to the average residential customer’s bill from the rates just approved in the Company’s rate case); and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of AEP’s DCRF filing with designated attorneys and consultants to resolve issues in the Company’s application; and

WHEREAS, Cities members and attorneys recommend that members deny the DCRF.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:

Section 1. That the City is authorized to participate with Cities in PUC Docket No. 50733.
Section 2. That subject to the right to terminate employment at any time, the City of hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by AEP to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City’s reasonable rate case expenses shall be reimbursed in full by AEP within 30 days of presentation of an invoice to AEP.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to Melissa Gage, American Electric Power Service Corporation, 400 West 15th Street, Suite 1520, Austin, Texas 78701 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this __________ day of ___________________, 2020.

_________________________________
Trey Mendez
Mayor

ATTEST:

_______________________________
Griselda Rosas
Interim City Secretary

APPROVED AS TO FORM:

_________________________________
City Attorney
**TO:** Noel Bernal, City Manager  
**FROM:**  
**SUBJECT:** City Commission Strategic Vision  
**DATE:** 5/1/2020  
**THROUGH:**

AGENDA ITEM  
COMMISSION MEETING DATE 05/05/20

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<td>Grant</td>
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<td>✔ Action</td>
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<td>✔ Consent</td>
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</tbody>
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**Information:** Please include additional information/request.

Consideration and ACTION on Resolution Number 2020-041, approving the City Commission Strategic Vision.

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**Reviewing Departments:** Please review and forward to the next reviewing department in a timely manner.

<table>
<thead>
<tr>
<th>Department</th>
<th>Date Reviewed:</th>
<th>By:</th>
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<tbody>
<tr>
<td>City Attorney</td>
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<tr>
<td>Finance Department</td>
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<td>By:</td>
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</tbody>
</table>

**City Commission**  
Approved: [ ] Yes  [ ] No  
Date:  
Initials:  
Date:  

**Assistant City Manager**  
Approved: [ ] Yes  [ ] No  
Date:  
Initials:  
Date:  

**Deputy City Manager**  
Approved: [ ] Yes  [ ] No  
Date:  
Initials:  
Date:  

**City Manager’s Approval**  
Signature:  
Date:  

Revised 3/2019
To: Mayor and City Commission

From: Noel Bernal, City Manager

Date: May 5, 2020

Agenda: Consideration and ACTION on Resolution Number 2020-041 approving the City Commission Strategic Vision. (City Manager’s Office)

Summary:

The City Commission engaged in a Strategic Vision Planning Process to develop the Vision, Mission, and Pillars to set the future direction of the community and organization by participating in visioning retreats and workshops in late 2019 and early 2020.

The six Pillars of Economic Development, Planning, Zoning, and Development, Infrastructure, Quality of Life, Public Safety, and Governance are the priority areas identified through the visioning process. In addition, formal Vision and Mission statements have been developed with the following the two final options being:

**Vision:**

- A vibrant community connected by land, sea, air, and space where businesses launch, community heritage is celebrated and a diverse, active population thrives.

- A vibrant community connected by land, sea, air, and space where businesses launch, community heritage is celebrated and a diverse, active/healthy population thrives.

**Mission:**

- We will enhance the quality of life of our community through proactive, inspired efforts.

- We will enhance the quality of life of our community by anticipating needs through proactive, inspired actions.

The City Manager’s Office (CMO) led the development of departmental work plans in alignment with the City Commission’s Pillars for implementation of the Strategic Vision. The CMO hereby presents the Strategic Vision for formal adoption by the City Commission.
RESOLUTION NUMBER 2020-041

RESOLUTION NO. 2020-041 OF THE CITY OF BROWNSVILLE, TEXAS for
“ADOPTING THE CITY COMMISSION STRATEGIC VISION.”

WHEREAS, the City of Brownsville, Texas, City Commission approved on May 5, 2020, Resolution Number 2020-041 approving the 5-Year Strategic Vision; and

WHEREAS, the City Commission engaged in a Strategic Vision Planning Process to develop the Vision, Mission, and Pillars to set the future direction of the community and organization; and

WHEREAS, the City Commission participated in visioning retreats and workshops on August 12th – 13th, 2019, November 8th – 9th, 2019, and February 5th, 2020 adopting the six Pillars of Economic Development, Planning, Zoning, and Development, Infrastructure, Quality of Life, Public Safety, and Governance; and

WHEREAS, departmental work plans have been developed in alignment with the City Commission’s Pillars to further the implementation of the Strategic Vision; and

NOW, THEREFORE BE IT RESOLVED that the City of Brownsville, acting through its governing body, hereby adopts Resolution Number 2020-041 adopting the City Commission Strategic Vision.

DULLY PASSED, ADOPTED AND APPROVED by the City Commission of the City of Brownsville, Texas, on the ___5th___ day of ___May____, 2020.

___________________________________
Trey Mendez
Mayor of the City of Brownsville, Texas

ATTEST:

___________________________________
Griselda Rosas
Interim City Secretary
City of Brownsville, Texas

Governance & Strategic Visioning
Retreat Sessions
Summary Report
2019
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City Manager IOPT Leader Pull with City Commission: .............................................................. Error! Bookmark not defined.

Commission with Mayor vs. City Manager IOPT Leader Pull: ...................................................... Error! Bookmark not defined.

Senior Staff IOPT Overview: ............................................................................................................ Error! Bookmark not defined.

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City Manager IOPT Pull with Senior Management Team: ................................................................ Error! Bookmark not defined.

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Background:

The City of Brownsville engaged Strategic Government Resources (SGR) to facilitate a Governance & Strategic Visioning Retreat with its City Commission and Senior Leadership on August 12th and 13th to review current local government governance norms, discuss good governance practices, and to commence the identification of organizational and community directional issues that could ultimately be developed into a new Strategic Vision Plan.

The process involved SGR’s Senior Vice President Doug Thomas conducting advance interviews via telephone with the Mayor & City Commissioners and City Manager individually. The advance interview questions were designed to be open ended to solicit high level insights into perceptions regarding the individual’s familiarity with current governance norms, as well as to gage insights on individual elected official thoughts regarding the future direction of the community and organization. The feedback received, coupled with a review of leading governance practices served as the foundation for the Retreat.

The format of the Retreat involved an introduction of participants to the Input-Output-Processing-Template (IOPT). Prior to the retreat each participant was asked to participate in the IOPT on-line Assessment. The results of the Assessments were reviewed with the participants to provide members with their own and other team member’s current information processing and communication styles, along with a review of how individuals can best communicate with others on the City Commission and Senior Staff that may have different information processing styles.

The Retreat also involved an introductory overview of the changing landscape and emerging issues currently facing local government operations, good governance norms, and the proposed framework for the city’s new Strategic Visioning process by SGR. The overview stressed the importance for both staff and the City Commission to be creative and think differently about how they can identify emerging operational and community issues, and the need to develop progressive and innovative response strategies utilizing an interdepartmental focus.

The Retreat included an overview of the City Commission Advance Interview responses, followed by facilitated discussions surrounding the common themes expressed by participants regarding the various topics. City Commissioners were also engaged in a highly interactive exercise to solicit their thoughts and perceptions on what the City’s Vision, Mission, and Focus Areas/Pillars or Goals should be and what they mean to them, which were listed for subsequent work by staff to develop and wordsmith associated statements which will become the foundation for Brownsville’s Strategic Vision Plan. The statements will help achieve a common understanding of what the Vision, Mission, and each Focus Area/Goal or Pillar means, in addition to providing a basis to determine if progress is being made on attaining the City’s Vision, Mission, and Focus Areas/Pillars or Goals. The format for each of the following sections of this report includes summaries of the various portions of the Retreat. For ease of identification, Individual and/or paraphrased responses derived from the Advance Interviews are identified as quotes in italicized font.
Advance Interview Feedback RE: What do you want the Brownsville City Commission to be known for?

Feedback from Advance Interviews with City Commissioners”

- “We left Brownsville better than where it was when we started.”
- “The City is on better off financially with a strong foundation.”
- We created the environment for Brownsville to be known as a destination community and is recognized for its high quality of life and active lifestyle.”
- Brownsville is known as a vibrant, innovative, high-quality community with an engaged citizenry.”
- In light of the national discussion, that Brownsville as a border community with Mexico is an example of safe, prosperous and attractive community for investment.”
- “We served the public well for the benefit of all our residents.”
- We looked to the future and laid the foundation through our actions for the benefit of future Commissions and the community.”
- “We were successful in our efforts to provide good economic opportunities for our younger population so that they can stay in Brownsville and prosper.”
- “Our community became much more engaged and exhibited enthusiasm about Brownsville.”
- “We were part of the effort to build an outstanding municipal team that will provide the right environment for outstanding customer service and be part of carrying Brownsville forward to a brighter future.”
- “That our programs and vision outline our term for the long-term benefit of our community.”
- “That we capitalize on the current excitement and energy of our community as we plan for the future.”
- “Brownsville is known as a responsive, transparent, and highly accountable local government.”

What are some of the priorities the City Commission should be focused on?

- “Economic Development and a closer working relationship between our Type A & Type B economic development organizations and with the City Commission and administration.”
- “Better long-term planning, adoption of new development codes, multi-modal/complete streets development and smart growth.”
- “Development of a community Strategic Vision Plan and execution of its goals”
- “Infrastructure investment-particularly with streets and drainage and address our significant infrastructure deficits.”
- Economic development that can provide improved wages for our residents to increase their standard of living.”
- “Better Planning & Zoning so that we are proactive and smart in what should be developed on our remaining vacant land.”
• “Improve Transparency & Accountability for our constituents.”
• “Create a strong, unified vision with economic development partners to encourage investment in Brownsville.”
• Encourage affordable housing opportunities.”
• “Continue to encourage investment and redevelopment in Downtown Brownsville.”
• “Public Safety, including the number of Police Officers, Fire Fighters, additional Fire stations, etc.”
• “Economic development/investment opportunities to improve the financial status of the municipal organization.”
• “Leverage cross-border development opportunities.”
• “Promote Brownsville as destination – Zoo, Historic Downtown, consideration of Convention Center, Hotels, eco-tourism/active/bicycle tourism, border commerce, etc.”
• “We need to prioritize our spending based upon our unified direction/ vision.”

What does the City of Brownsville do well?

• Public Safety (even with limited funding)
• Public Utilities
• Landfill
• Downtown development
• Library Services
• Parks (even with limited funding)
• Public Health Partnerships

What does the City of Brownsville still struggle with?

• Streets & Drainage
• Permitting & creating a more “Business Friendly” environment
• Ambulance Service
• We have good people, but they need to be more empowered & customer focused
• Strategic Planning
• Not enough business development/growth
• Long-Term Planning
• Clear understanding of Commission Roles & Responsibilities vs. Administration
• Public Relations & Telling our Story
• CVB Marketing

Strategic Vision Planning Process

The Mayor and Commission were provided advance questions to solicit their thoughts on the various adjectives, themes and/or concepts that should be included in the drafting of Brownsville’s Vision, Mission, and Focus Area/Pillar or Goal Statements. The following information captures their responses secured at the Retreat:
**Vision Statement Retreat Exercise:**

A Vision Statement should provide a clear and vivid description of what the City seeks to create in the future and typically does not change over the life of the Strategic Vision Plan. The following adjectives, themes and/or concepts were identified by the Brownsville City Commission that ideally could be incorporated into the City’s future Vision Statement:

- “Entrepot” – an international port, city, or other center to which goods are brought for import and export, and for collection and distribution.
- **Innovative** – Space X, Expanding Frontiers as differentiators
- **Health Promoting/Community Wellness**
- **Progressive**
- **Bi-National/Bi-Cultural**
- **Sustainable** – Responsible stewards of resources
- **Desirable** – A place to live, work & play, a destination location
- **Rich Heritage/History**
- **Natural Beauty**
- **Equitable** – Educational, Employment, & Economic Opportunity
- **Culturally/Politically Inclusive**
- **Community Safety** – Safe/Low Crime Rate
- **Gateway Community**

**Proposed Vision Statement Examples:**

- A vibrant community connected by land, sea, air, and space where businesses launch, community heritage is celebrated and a diverse, active population thrives.
- A vibrant community connected by land, sea, air, and space where businesses launch, community heritage is celebrated and a diverse, active/healthy population thrives.

**Mission Statement Retreat Exercise:**

A Mission Statement should provide the City’s purpose & should be consistent over the life of the Strategic Plan. The following adjectives, themes and/or concepts were identified by the Brownsville City Commission that ideally could be incorporated into the City’s future Mission Statement:
- Inspiring
- Cutting Edge City
- United by Culture, Geography, & Culture
- Looking to the Future
- Resilient & Determined – “Cards stacked against us, but we still succeed.”
- Exceptional Quality of Life – Equitable for all

Proposed Mission Statement Example:

- We will enhance the quality of life of our community through proactive, inspired efforts.
- We will enhance the quality of life of our community by anticipating needs through proactive, inspired actions.

Focus Areas/Goals/Pillars Retreat Exercise:

Focus Areas/Goals and their accompanying statements should describe in general what the City strives to accomplish. A Focus Area/Goal should be provided for broad functions within the City’s scope of services. Focus Areas/Goals and their accompanying statements should be far reaching and should span multiple years. The following Focus Areas/Goals were suggested as well as the City Commission’s suggested adjectives, themes and/or outcomes that should be considered as part of the development of Brownsville’s Strategic Vision Plan:

Economic Development Pillar:

- Jobs & wealth creation
- Fiscal resources for City to deliver desired municipal services
- Explore alternative revenue sources – Potential purchase of bridges with tolls, franchise fees, etc.
- Growth of Sales & Property tax revenues
- Attraction of businesses and industries that can be successful in Brownsville
- Attraction and promotion of entrepreneurial opportunities
- Maximizing State & Federal dollars and resources
- Holistic approach to human capital
• Expansion of Tourism opportunities – Historical, Ecological, Cultural and Active Lifestyle – to promote a healthy population enhancing the city’s wealth creation through a more productive workforce.
• Advance Manufacturing – How can we support and ultimately leverage Space X, Stargate/Expanding Frontiers, and others in our area?
• Development of focused Economic Development Strategy – Comprehensive approach so that all agencies are working in same direction, including economic development groups, chamber of commerce, City, & colleges/universities - e.g. “Connect the Dots.”
• Support Workforce Development Opportunities through the use of area colleges and universities
• Review the effectiveness of are our current business marketing strategies

Planning, Zoning & Development Pillar:
• Need to promote “Business Friendly” Atmosphere
• Complete updating of Building & Fire Codes – Anticipated timetable is 12-16 months
  o Look for some early wins
  o Potential of early adoption of hot spots/sectors, like form-based codes in early stages of code review
  o Digital Format of plans/specifications as base submittal
• Can we consider Revised Land Use Plan as part of Development Code Review?
• Downtown Development should support an overall strategy to promote Downtown Brownsville as a destination for arts, culture, and nightlife
  o May need some additional community messaging as to why City remains focused on Downtown development
  o Encourage mixed-use and residential development/redevelopment as part of our Downtown Brownsville strategy
• Comprehensive Housing Strategy – “Don’t let it just happen.”
  o Need to address “market-based” rental property shortage in area
Infrastructure Pillar:

- 2014 Pavement Condition Index (PCI) Study Update
- Need to integrate PCI Study with Sidewalk Master Plan, Bike/Hike Master Plan into a Comprehensive Multi-Modal Master Plan
- Drainage Concerns:
  - Inherent problems with 4 Drainage Districts within City – Who is responsible for what and who should pay for needed improvements?
  - Once better intergovernmental strategy is addressed, need for exploration of drainage fees and/or assessments to address needed projects
  - Need for Comprehensive Municipal Facilities Future Capital Maintenance Study to be proactive as opposed to reactive to building needs
- Consider a Comprehensive Technology Needs Study to accommodate all the various things the City is trying to improve with the organization’s technology programs, e.g. digital divide, integrated traffic signal synchronization, public Wi-Fi, etc.

Public Safety Pillar:

- Need for new Emergency Operations Center (EOC)
- Animal Control Program – Need to do better with running at-large animals, breeding, and overall messaging regarding responsible pet ownership
- Need to address Police Officer deficit regarding number of sworn officers per capita utilizing incident-based data
- Desire to have Fire Department operations utilize more data-driven approaches
- Need to better monetize Ambulance Service
- Consider benefits of a combined Police/Fire Dispatch Operation
- If City is going to promote and preserve historical nature of Downtown Brownsville, we may need to consider smaller, more specialized Fire Department equipment
- Continue to remain focused on community fire standards through new Fire Code adoption and future ISO reviews
- What can we do to enhance Public Safety messaging to improve community relations and overall perceptions of community safety?
Quality of Life Pillar:

- Homelessness & Mental Health Issues – What is the City’s role in assisting community service providers as part of a safety net strategy?
- Focus on community need for economic security in that many of our residents are one paycheck away from an economic crisis
- Recognition that Brownsville residents experience diabetes 2 times the national average impacting the health and financial wellness of the community. The Community should continue to incorporate a holistic community response strategy with this statistic by encouraging an active lifestyle (including interconnected system of sidewalks and bike paths to community destinations), fresh fruits & vegetables, & access to health care as part of our overall development and program strategies
- Need to be prepared to update the 2015 Parks & Recreation Master Plan to identify and plan for community Park & Recreation deficits and integrate findings into our overall healthy lifestyle strategy
- Address needs for more Dog Parks and related intermodal access to such facilities
- We may need to encourage/support our community historical groups and zoo if we are going to try to capitalize on culture, active/bicycle tourism, and history promotion to have Brownsville become a destination community

Governance Pillar:

- Need to promote transparency & Accountability in municipal operations
  - Audit Committee, & other Oversight/Ethics Programs
- Once developed, need to reinforce City’s Vision, Mission, & Goals to community and encourage dialogue for improved engagement
- Review our decision-making approaches to ensure consistency for those who want to invest in our community
- Need to develop and promote organizational values to encourage a responsive culture in City operations.
Follow-Up Site Visit to Austin, Texas:

The Brownsville City Commission and City Administration desired to follow-up on the Commission Governance and Strategic Vision Retreat Sessions by visiting another Texas community to see examples some of the Economic Development and Planning, Zoning, & Development initiatives identified in the Strategic Visioning Retreat Session specifically on a firsthand basis involving the below themes:

**Economic Development Pillar**

- Attraction and promotion of entrepreneurial opportunities
- Advanced manufacturing – How can we support and ultimately leverage Space X, Stargate/Expanding Frontiers, and others in our area?
- Development of focused Economic Development Strategy – Comprehensive approach to that all agencies are working in the same direction, including economic development groups, chamber of commerce, City, & colleges/universities – e.g. “Connect the dots”

**Planning, Zoning, & Development Pillar**

- Complete updating of Building & Fire Codes – Anticipated timetable is 12 months
- Look for some early wins
- Potential of early adoption of hot spots/sectors, like form-based codes in early stages of code review
- Digital format of plans/specifications as base submittal
- Downtown Development should support an overall strategy to promote Downtown Brownsville as a destination for arts, culture, and nightlife
- May need some additional community messaging as to why City remains focused on Downtown Development
- Encourage mixed-use and residential development/redevelopment as part of our Downtown Brownsville strategy

The City Commission, City Manager’s Office, and SGR Senior Vice President Doug Thomas participated in the Austin site visit which involved a high-level review of where the City Commission left off on the last day of the Brownsville Retreat to get everyone re-focused on the themes and projects involved in the Austin site visit. Following the day of tours, the delegation re-grouped to review the participants thoughts and perceptions about what was seen and how they might impact the goals and priorities the City Commission started to develop during the Strategic Visioning Retreat Session of August 13th.

The Agenda for the Austin Site Visit included the following:

1. **Welcome to the IC² Institute and Home to Texas Program Presentation** – Bruce Kellison & Debra Dzwonczyk

2. **Briefing by Strategic Government Resources** – Doug Thomas
3. **IC² Institute – Former Executive Director John Butler**
   - Economic Development Vision & Strategy – Austin Story
   - Facility Tour

4. **CMG Smart Grids, Smart Utilities, Smart Cities – Hosted by Andres Carvallo**
   - Creating the Technology Ecosystem

5. **Mixed-Use Development Tours – Hosted by Livable Plans & Codes**
   - The Triangle (@ intersection of N. Lamar and Guadalupe Street)
   - S. Lamar between Juliet Street & 1500 S. Lamar Street
   - E. Riverside Drive from I-35 to Lakeshore Blvd (to the river to the north)
   - N. Lamar at Crestview station
   - Airport Blvd @ Highland Mall
   - Mueller Airport Redevelopment

6. **Recap Meeting & Revisit Strategic Visioning Process – Doug Thomas**

**Austin Mixed Use Development Tour Site Pictures**

**North Lamar at Crestview Station**
Airport Blvd. @ Highland Mall
The Triangle
South Lamar between Juliet Street & 1500 South Lamar Street
Mueller Airport Redevelopment
## Staff Developed Strategic Pillars & Associated Work Plans

### City Commission Pillars

<table>
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<tr>
<th>Category</th>
<th>Code</th>
<th>Accompanying Statements</th>
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<tbody>
<tr>
<td>Economic Development Pillar</td>
<td>ED</td>
<td>Jobs &amp; wealth creation, Fiscal resources for City to deliver desired municipal services, Explore alternative revenue sources – Potential purchase of bridges with tolls, franchise fees, etc., control of taxes &amp; Property tax revenues, attraction of businesses and industries that can be successful in Brownsville, attraction and retention of entrepreneurial opportunities, maximization of State &amp; Federal dollars and resources, Holistic approach to human capital, Expansion of Tourism opportunities – Historical, Ecological, Cultural and Active lifestyle, Advanced Manufacturing – How can we support and ultimately leverage SpaceX in our area? Development of focused Economic Development Strategy – Comprehensive approach to ensure all agencies are working in same direction, including economic development groups, chambers of Commerce, City, Col. &amp; universities, e.g. “Connect the Dots” Support Valentine Development Opportunities through the use of local colleges and universities, Consider leveraging “Sargento Expanding Brownsville” programs, Review the effectiveness of our current business marketing strategies.</td>
</tr>
<tr>
<td>Planning, Zoning, and Development Pillar</td>
<td>PZD</td>
<td>Need to promote “Business Friendly” Atmosphere, Complete updating of Building &amp; Fire Code anticipated time is 13-18 months. Look for some early wins, Potential of early adoption of hot pots/boilers, Life form based codes in early stages of code review, Digital Format of plans specifications as basic submits. Can we consider Revised Land Use Plan as part of Development Code Review? Downtown Development should support an overall strategy to promote Downtown Brownsville as a destination for arts, culture, and nightlife, May need some additional community messaging as to why City remains focused on Downtown development, Encourage mixed-use and residential development renewal/development as part of our Downtown Brownsville strategy, Comprehensive Housing Strategy – “Don’t let it just happen.” Need to address “mantra-based” rental property shortage in area.</td>
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<tr>
<td>Infrastructure Pillar</td>
<td>INF</td>
<td>2014 Pavement Condition Index (PCI) Study Update, Need to Integrate PCI Study with Sidewalk Master Plan, Bicycle Master Plan into a Comprehensive Multi-Modal Master Plan, Drainage Consumes, Inherent problems with 4 Drainage Districts within City – Who is responsible for what and who should pay for needed improvements? Once better intergovernmental strategy is addressed, need for exploration of drainage fees and assessment of tools needed to address projects, Need for Comprehensive Municipal Facilities Capital Improvement Plan, Study to be initiated as opposed to reactive to hastily needed, Consider a Comprehensive Technology Needs Study to accommodate all the various things the City is trying to improve with the organization technology programs, e.g., digital phones, integrated traffic signal synchronization, public VS etc.</td>
</tr>
<tr>
<td>Public Safety Pillar</td>
<td>PS</td>
<td>Need for new Emergency Operations Center (EOC), Animal Control Program – Need to do better with running at large animals, breeding, and overall messaging regarding responsible ownership, Need to address Police Officer shortfall regarding number of sworn officers per capita, utilizing Incident/Scatter data, Desire to have Fire Department operations utilize more data driven approaches, Need to better monetize Ambulance Service, Consider benefits of a combined Police/Disaster Operation, If City is going to promote and preserve historical nature of Downtown Brownsville, we may need to consider smaller, more specialized Fire Department operations, Continue to remain focused on community fire standards through new Fire Code adoption and future ISO reviews, What can we do to encourage Public Safety messaging to improve community relations and overall perception of community safety.</td>
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<tr>
<td>Quality of Life Pillar</td>
<td>QOL</td>
<td>Homelessness &amp; Mental Health Issues – What is the City’s role in assisting community service providers as a part of a safety net strategy? Focus on community need for economic security that in many of our residents is one paycheck away from an economic crisis, Recognition that Brownsville residents experience diabetes 2 times the national average, The City should continue to incorporate a holistic community response strategy with this statistic by encouraging an active lifestyle, fresh fruits &amp; vegetables, Access to health care as part of our overall development and program strategies, Need to be prepared to update the 2010 Parks &amp; Recreation Master Plan to identify and plan for community Park &amp; Recreation deficits, and integrate findings into our overall healthy lifestyle strategy, Address needs for more Dog Parks and related amenities access to such facilities, May need to encourage/support our community historical groups and seek if we are going to try to capitalize on culture &amp; history promotion to have Brownsville become a destination community.</td>
</tr>
<tr>
<td>Governance Pillar</td>
<td>GOV</td>
<td>Need to promote transparency &amp; Accountability in municipal operations, Audit Commission, &amp; other Oversight/Ethics Programs, Once developed, need to reinforce City’s Vision, Mission, &amp; goals to community and encourage dialogue for improved engagement, Review our decision making processes to ensure consistency for those who want to invest in our community. Need to develop and promote organizational values to encourage a responsive culture in City operations.</td>
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### Multimodal Transportation

#### Fiscal Year 2020 Work Plan

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<th>Category</th>
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<th>Department</th>
<th>Responsibility</th>
<th>Projected Date</th>
<th>Status</th>
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<tr>
<td>GOV</td>
<td>Develop and Enforce Local Ordinance</td>
<td>Multimodal</td>
<td>Implement Departmental Policies/Vision/Objectives</td>
<td>Directors, Managers, Supervisors</td>
<td>March 2020</td>
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<tr>
<td>INF</td>
<td>Develop Federal Plans, which includes Implementation, Deliver Superior Mobility Options</td>
<td>Multimodal</td>
<td>Implementing Plan for Federal, Implement the Brownsville Multi-Modal Plan for smart growth, provide Local Multi-Modal Plan for Federal</td>
<td>Directors, Managers, Supervisors</td>
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<td>PS</td>
<td>Promote Community Wellness</td>
<td>Multimodal</td>
<td>Implement Route Alignment recommendations</td>
<td>Directors, Managers, Supervisors</td>
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<td>QOL</td>
<td>Develop and Adopt the Public Transportation Agency Safety Plan (TTPAP)</td>
<td>Multimodal</td>
<td>MultiModal Engineering</td>
<td>Directors, Managers, Supervisors</td>
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<td>Develop and Adopt the Public Transportation Agency Safety Plan (TTPAP)</td>
<td>Multimodal</td>
<td>Directors, Managers</td>
<td>June 2020</td>
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# Brownsville Enterprise Applications

## Fiscal Year Work Plan 2020

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<th>Statement</th>
<th>Department</th>
<th>Work Plan Element</th>
<th>Responsibility</th>
<th>Projected Date</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GOV</strong></td>
<td>Develop and promote organizational values to encourage a responsive culture</td>
<td>Enterprise Applications</td>
<td>Implement departmental culture through Total Alignment (Values, Mission, &amp; Structure)</td>
<td>Enterprise Applications</td>
<td>Sep 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Complete Effective Motivational Leadership</td>
<td>Enterprise Applications</td>
<td>Nov 2019</td>
<td>In progress</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Create/Maintain Employee Development Plans</td>
<td>Enterprise Applications</td>
<td>Dec 2019</td>
<td>Pending</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Amend agile software methodology training</td>
<td>Enterprise Applications</td>
<td>Sep 2020</td>
<td>Pending</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Implement a PAIR Technology Intern Program (2 positions)</td>
<td>Enterprise Applications</td>
<td>Nov 2019</td>
<td>In progress</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Implement Enterprise Software - City Secretary (Electronic Agenda Software and Document Management System)</td>
<td>City Departments/Ent. Applications</td>
<td>Sep 2020</td>
<td>Planning</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Enterprise implementation of Microsoft 365</td>
<td>City Departments/Ent. Applications</td>
<td>Sep 2020</td>
<td>Planning</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Begin research on Comprehensive Strategic Technology Needs Study (Smart City)</td>
<td>Enterprise Applications</td>
<td>Sep 2020</td>
<td>Pending</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Support development of Digital Inclusion Community Strategy</td>
<td>Enterprise Applications/GO/D/Community</td>
<td>Sep 2020</td>
<td>Planning</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Definition and methods for selection of Technology Funds</td>
<td>Enterprise Applications</td>
<td>Sep 2020</td>
<td>Planning</td>
</tr>
<tr>
<td><strong>SRS</strong></td>
<td>Use Comprehensive Technology Needs Study to accommodate the various things the City is trying to improve (digital divide, public safety, etc.)</td>
<td>Enterprise Applications</td>
<td>Provide support for Traffic Signal Network Project</td>
<td>PW/Eng/Traffic/PW/Eng/Est. App.</td>
<td>Sep 2020</td>
<td>Pending</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Implement SCADA at Main Pump</td>
<td>PW/Eng/Traffic/PW/Eng/Est. App.</td>
<td>Sep 2020</td>
<td>Pending</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Re-evaluate disaster recovery storage method (local vs. the Disaster Recovery Site - 2nd cloud)</td>
<td>Enterprise Applications</td>
<td>Sep 2020</td>
<td>Pending</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Implement network for New Airport Terminal - (fiber/wireless)</td>
<td>Airport/Enterprise App.</td>
<td>Sep 2020</td>
<td>Pending</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Upgrade current WiFi in the Parks and plan for additional parks roll-out - (TDD)</td>
<td>PW/Eng/E/GO/Eng/Est. App.</td>
<td>Sep 2020</td>
<td>Pending</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Upgrade Library Network</td>
<td>Library/Enterprise App.</td>
<td>Dec 2020</td>
<td>Pending</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cybersecurity Awareness. GIS Buy, RSS User Groups, Technology Volunteer, UTRGV/Library Observatory Group</td>
<td>Enterprise Applications</td>
<td>Sep 2020</td>
<td>Planning</td>
</tr>
<tr>
<td><strong>QOL</strong></td>
<td>Incorporate Strategic Plan Response Strategy</td>
<td>Enterprise Applications</td>
<td>Develop Business Continuity Plan for Technology to preserve assets and quick functionality in the event of a disaster</td>
<td>Fire-OEM/Enterprise Applications</td>
<td>Sep 2020</td>
<td>Pending</td>
</tr>
<tr>
<td>Commission Pillar</td>
<td>Statement</td>
<td>Department</td>
<td>Work Plan Element</td>
<td>Responsibility</td>
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<tr>
<td>GOV</td>
<td>Develop and promote organizational values to encourage a responsive culture</td>
<td>CMO</td>
<td>Continue development of Organizational Culture through Total Alignment, Effective Motivational Leadership, and Book studies.</td>
<td>City Manager</td>
<td>Aug. 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Complete Executive Hires for ACM, Communications &amp; Marketing, and Internal Services</td>
<td>City Manager</td>
<td>Dec. 2019</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CMO Retreat: Vision/Mission Setting</td>
<td>City Manager</td>
<td>Oct. 2019</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Facilitate completion of City Commission Strategic Plan</td>
<td>City Manager</td>
<td>Dec. 2019</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Implement new Organizational Structure</td>
<td>City Manager</td>
<td>Nov. 2019</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Align the organizational strategy with the City of Brownsville (Operational excellence, customer service, and product reputation)</td>
<td>City Manager</td>
<td>Aug. 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Facilitate and manage completion of Departmental work plan.</td>
<td>DCM/ADM/Asst. to CM</td>
<td>Aug. 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Office of Strategic Initiatives – Begin meaningful integration of Organizational Change Management and Project Management into City projects</td>
<td>Asst. to CM</td>
<td>Ongoing</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Finalize Metro Project Development agreement</td>
<td>DCM</td>
<td>Dec. 2019</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Collaborate with BEC and OBC on Economic Development Strategic Plan</td>
<td>CM/ECM</td>
<td>Ongoing</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Research, develop, and implement Wellness Program (Self-Funded Plan)</td>
<td>CMO/ADM</td>
<td>Apr. 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Develop Gladys Porter Zoo Master Plan</td>
<td>CM/ADM</td>
<td>August 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Collaborate with Dallas Federal Reserve and community stakeholders on Digital Inclusion Community Strategy</td>
<td>CMO/ADM</td>
<td>Ongoing</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Research and develop affordable housing Trust Fund options (Palo Alto TiFR)</td>
<td>DCM</td>
<td>December 2019</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Support the City Manager's Office and Leadership Team through Total Alignment, Effective Motivational Leadership, and Book studies.</td>
<td>ATCM</td>
<td>Ongoing</td>
<td>Pending</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Continue enterprise integration of Change Management, Project Management, and Grants Management.</td>
<td>ATCM/MA</td>
<td>Ongoing</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>OSI Retreat - Vision, Mission, and work plan development</td>
<td>ATCM/AD</td>
<td>October-19</td>
<td>Completed</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Visit two (2) municipalities to learn successful methods and tools of improvement for CSI</td>
<td>ATCM/MA</td>
<td>March-20</td>
<td>Pending</td>
</tr>
<tr>
<td>Commission Pillar</td>
<td>Statement</td>
<td>Department</td>
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<tr>
<td>GOV</td>
<td>Promote Transparency and Accountability in Government Operations</td>
<td>CMO/OSI</td>
<td>Host a series of four (4) Change Management and Project Management workshops to increase awareness of OSI</td>
<td>ATCM/MA</td>
<td>Q1ly</td>
<td>Ongoing</td>
</tr>
<tr>
<td>GOV, INF, &amp; GOV</td>
<td>Maximize State and Federal Dollars and Resources</td>
<td>CMO/OSI</td>
<td>Establish an annual OSI survey</td>
<td>ATCM/AD/MA</td>
<td>May-20</td>
<td>Pending</td>
</tr>
<tr>
<td>GOV, INF, &amp; GOV</td>
<td>Focus on Community Need</td>
<td>CD</td>
<td>Review and update Policies and Procedures to ensure programs and grants are meeting regulatory requirements and complete internal monitoring/audit for compliance</td>
<td>ATCM/AD/MA</td>
<td>May-20</td>
<td>Pending</td>
</tr>
<tr>
<td>GOV</td>
<td>Develop Comprehensive Housing Strategy</td>
<td>ATCM, AD, Housing Division</td>
<td>Present annual grants report to City Commission and Leadership Team, including Annual Action Plan for Community Development by hosting a public hearing and submitting the CAPER report to HUD</td>
<td>CD Division</td>
<td>December-19</td>
<td>Pending</td>
</tr>
<tr>
<td>GOV</td>
<td>Reinforce City’s Vision, Mission &amp; Goals to the community and encourage dialogue for improved engagement, review decision-making approaches to ensure consensus for those who want to invest in our community.</td>
<td>CMO/Gov Affairs</td>
<td>Assist assigned departments with Work Plan development and implementation balancing relationships and results</td>
<td>CD Division</td>
<td>Ongoing</td>
<td>Ongoing</td>
</tr>
<tr>
<td>GOV</td>
<td>Focus on community needs for economic security, encourage/support our community Historical groups and zoo to capitalize on culture &amp; history promotion to have Brownsville become a destination community.</td>
<td>CMO/Gov Affairs</td>
<td>Develop partnerships with Smithsonian Institute for Annual Traveling Exhibits</td>
<td>CD Division</td>
<td>Ongoing</td>
<td>Ongoing</td>
</tr>
<tr>
<td>GOV</td>
<td>To enhance Public Safety messaging to improve community relations and overall perceptions of community.</td>
<td>CMO/Gov Affairs</td>
<td>Complete Construction of Hidden II</td>
<td>GOV/COMM</td>
<td>Out for Bid</td>
<td>Ongoing</td>
</tr>
<tr>
<td>GOV</td>
<td>Attraction and promotion of entrepreneurial opportunities, businesses and industries that can be successful in Brownsville.</td>
<td>CMO/Gov Affairs</td>
<td>Complete Construction of Battlefield Extension Project</td>
<td>GOV/COMM</td>
<td>Out for Bid</td>
<td>Ongoing</td>
</tr>
<tr>
<td>GOV</td>
<td>Consider a Comprehensive Technology Needs Study to accommodate all the various things the City is trying to improve with the organization’s technology programs, e.g., digital divide, integrated traffic signal synchronization, public WiFi, etc.</td>
<td>CMO/Gov Affairs</td>
<td>Complete Construction of Caney Public Market Project</td>
<td>GOV/COMM</td>
<td>Design Phase</td>
<td>Ongoing</td>
</tr>
<tr>
<td>ED</td>
<td>Support development of Digital Inclusion Community Strategy</td>
<td>GOV/COMM</td>
<td>FLAP Grant Administration</td>
<td>GOV/COMM</td>
<td>Ongoing</td>
<td>Ongoing</td>
</tr>
<tr>
<td>ED</td>
<td>Maintain relationships with EsF and continue seeking ED Opportunities with NewSpace</td>
<td>GOV/COMM</td>
<td>Support Development of GIP Zoo Plan</td>
<td>GOV/COMM</td>
<td>Ongoing</td>
<td>Ongoing</td>
</tr>
<tr>
<td>ED</td>
<td></td>
<td>GOV/COMM</td>
<td>Implementation of West Rail Project</td>
<td>GOV/COMM &amp; County</td>
<td>TBD</td>
<td>Ongoing</td>
</tr>
<tr>
<td>ED</td>
<td></td>
<td>GOV/COMM</td>
<td>Successful Implementation of Crossroads Festival</td>
<td>GOV/COMM</td>
<td>2/29/2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td>ED</td>
<td></td>
<td>GOV/COMM</td>
<td>Continue Implementation of Joint Tactical Training Center Project and DPS Partnership</td>
<td>GOV/COMM</td>
<td>Ongoing</td>
<td>Ongoing</td>
</tr>
<tr>
<td>INF</td>
<td>Support development of Digital Inclusion Community Strategy</td>
<td>GOV/COMM</td>
<td></td>
<td>GOV/COMM</td>
<td>April 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Commission Pillar</td>
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<tr>
<td>GOV</td>
<td>Develop and promote organizational values to encourage a responsive culture in city operations.</td>
<td>BFD</td>
<td>Building organizational culture/Total Alignment (vision, mission, structure)</td>
<td>Fire Dept Staff</td>
<td>September 2020</td>
<td>In Progress</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Completion of Effective Motivational Leadership Program</td>
<td>Fire Chief/EMA</td>
<td>March 2020</td>
<td>In Progress</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fire Operations SOP Update and Standardize Internal Procurement Process</td>
<td>Deputy Chief, Asst. Fire Chief Field Operations</td>
<td>September 2020</td>
<td>Scheduled</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Coordinate a survey for training needs within the City to Complete our Training and Exercise Plan (TEP)</td>
<td>EMA/EMP</td>
<td>March 2020</td>
<td>Scheduled</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Collaborate with International City/County Management Association (ICMA) Center for Public Safety Management (CPSM) department assessment to include training on CPR and Emergency Operations Center (EOC)</td>
<td>EMA/EMP/FMO/Medical Director/Asst Fire Chief Training Division</td>
<td>September 2020</td>
<td>Scheduled</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>All Hazard Awareness Fair (Educate and prepare our residents for all types of hazards to include weather related), Develop PSAs for Fire Prevention Awareness, Develop a Stop the Bleed Campaign along with a Hands Only CPR for the Citizens of Brownsville and Awareness based initiatives (Domingo/BFD smoke alarm campaign, Fire Prevention Presentations, Christmas w/Firefighters, 9-11 Memorial Run)</td>
<td>Fire Chief</td>
<td>June 2020</td>
<td>Scheduled</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Begin 2018 S.A.F.E.R Grant implementation and review of overtime costs.</td>
<td>Fire Chief, Deputy Chief, Analyst, HR Director, Finance Director</td>
<td>March 2020</td>
<td>Scheduled</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Negotiate and develop a response plan and gap analysis agreement for response to Liquified Natural Gas (LNG) facilities</td>
<td>Fire Chief/CMO/Finance</td>
<td>March 2020</td>
<td>In progress</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Research and development of a Customer Service/Business Friendly Program (Occupant Services Sector)</td>
<td>FM/O Fire Chief</td>
<td>May 2020</td>
<td>Scheduled</td>
</tr>
<tr>
<td>PS</td>
<td>Enhance Public Safety messaging to improve community relations and overall perceptions of community safety.</td>
<td>BFD</td>
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<tr>
<td>PZD</td>
<td>Promote a “business-friendly” atmosphere.</td>
<td>BFD</td>
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</tbody>
</table>
### Library Work Plan

<table>
<thead>
<tr>
<th>Commission Pillar</th>
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<th>Work Plan Element</th>
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<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>HCV</td>
<td>Develop and promote organizational values to encourage a responsive culture</td>
<td>Library</td>
<td>Library Customer Service Skills Part I for Library services with emphasis on Total Alignment, Library</td>
<td>Library</td>
<td>Sep-00</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Develop department culture through Total Alignment (Vision, Mission, and Structure)</td>
<td>Library</td>
<td>Sep-00</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Complete Effective Motivational Leadership</td>
<td>Library</td>
<td>Nov-00</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Phase 2 library main library renovations of staff desk area and wait</td>
<td>Library/F</td>
<td>Sep-00</td>
<td>Pending</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Southwest Decor Updates</td>
<td>Library</td>
<td>Sep-00</td>
<td>Pending</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Phase 3 of landscaping updates and irrigation</td>
<td>Library/F</td>
<td>Sep-00</td>
<td>Pending</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total Library Roofing Project</td>
<td>Library/F</td>
<td>Sep-00</td>
<td>Pending</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Total Library Roofing Project</td>
<td>Library/F</td>
<td>Sep-00</td>
<td>Pending</td>
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<td></td>
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<td>Complete Effective Motivational Leadership</td>
<td>Library</td>
<td>Nov-00</td>
<td>Ongoing</td>
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<td>Phase 2 library main library renovations of staff desk area and wait</td>
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<td></td>
<td>Southwest Decor Updates</td>
<td>Library</td>
<td>Sep-00</td>
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<td>Phase 3 of landscaping updates and irrigation</td>
<td>Library/F</td>
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<td>Total Library Roofing Project</td>
<td>Library/F</td>
<td>Sep-00</td>
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<td>Total Library Roofing Project</td>
<td>Library/F</td>
<td>Sep-00</td>
<td>Pending</td>
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<td></td>
<td></td>
<td></td>
<td>Complete Effective Motivational Leadership</td>
<td>Library</td>
<td>Nov-00</td>
<td>Ongoing</td>
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</tbody>
</table>

### Brownsville Police Department

#### Fiscal Year 2020 Work Plan

<table>
<thead>
<tr>
<th>Commission Pillar</th>
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<th>Responsibility</th>
<th>Projected Date</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>GOV</td>
<td>Develop and promote organizational values to encourage a responsive culture</td>
<td>Brownsville Police Department</td>
<td>Continue implementation of Total Alignment</td>
<td>Chief &amp; Commanders</td>
<td>2025</td>
<td>In Progress</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Develop organizational culture (sub-culture) Servant/Participatory Leadership</td>
<td>Chief &amp; Commanders</td>
<td>2025</td>
<td>In Progress</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Complete Effective Motivational Leadership Program</td>
<td>Chief &amp; Commanders</td>
<td>2025</td>
<td>In Progress</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Continue development of data mining and computer analytics team</td>
<td>Chief &amp; Analyst Team</td>
<td>Ongoing</td>
<td>In Progress</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Develop and launch PD mobile app</td>
<td>Chief &amp; Analyst Team</td>
<td>Ongoing</td>
<td>In Progress</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Obtain DNA coding for property labeling, available to community</td>
<td>Chief &amp; Analyst Team</td>
<td>Ongoing</td>
<td>In Progress</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Create and launch peer support &amp; Chaplain program</td>
<td>Chief &amp; Analyst Team</td>
<td>Ongoing</td>
<td>In Progress</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Update TaxiCab Ordinance</td>
<td>Chief/Airport</td>
<td>March 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fill departmental vacancies to reach full capacity</td>
<td>Chief/Airport</td>
<td>April 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Continue awareness-based initiatives (Special Needs Kids Art Camp, 13th Annual Bowling tournament, Christmas for Kids Toy Giveaway)</td>
<td>Commanders</td>
<td>Ongoing</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Develop Strategic Plan in collaboration with Center for Public Safety Management (CPSM) and IAA (Community needs assessment, Commission goals and department analysis)</td>
<td>Commanders</td>
<td>2020</td>
<td>Pending</td>
</tr>
<tr>
<td>INF</td>
<td>Accommodate all the various things the city is doing to improve with the organization’s technology programs.</td>
<td>Commanders</td>
<td>Secure and install Cradle Point Modernis Patrol Units</td>
<td>Fiscal Commander</td>
<td>December 2019</td>
<td>In Progress</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Support Phase I ESA Study and implementation (Police/DPS Training Facility)</td>
<td>Fiscal Commander</td>
<td>2022</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Purchase Spillman Servers and 2 data based modules</td>
<td>Fiscal Commander</td>
<td>2020</td>
<td>Pending</td>
</tr>
<tr>
<td>Commission Pillar</td>
<td>Statement</td>
<td>Department</td>
<td>Work Plan Element</td>
<td>Responsibility</td>
<td>Projected Date</td>
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<tr>
<td>GOV</td>
<td>Develop a Customer Service Oriented Land Development Program.</td>
<td></td>
<td>Develop and implement a Unified Development Code (UDC) in collaboration with Commission sub-committees and community stakeholders.</td>
<td>Director, Managers, Supervisors, Staff</td>
<td>10/1/2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td>Downtown Redevelopment shall support a downtown revitalization strategy designed to create a destination for arts, culture, and nightlife.</td>
<td>Planning &amp; Redevelopment</td>
<td>Develop and implement Downtown Form-based Code standards in collaboration with Commission sub-committees and community stakeholders</td>
<td>Director, Managers, Supervisors, Staff</td>
<td>10/1/2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td>ED</td>
<td>Need to promote &quot;Business Friendly&quot; Atmosphere</td>
<td>Planning &amp; Redevelopment</td>
<td>Create a Roadmap to Automate Zoning, Planning, Construction Permitting &amp; Other Development Processes</td>
<td>Director, Managers, Supervisors, Staff</td>
<td>10/1/2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Create a Predictable, Transparent, Consistent, Fair, Responsive Land Development Programs</td>
<td>Director, Managers, Supervisors, Staff</td>
<td>11/1/2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td>GOV</td>
<td>Develop and promote organizational values to encourage a responsive culture in City operations.</td>
<td></td>
<td>Implement organizational culture through Total Alignment (Vision, Mission &amp; Structure)</td>
<td>Director, Managers, Supervisors, Staff</td>
<td>6/3/2022</td>
<td>Ongoing</td>
</tr>
<tr>
<td>ED</td>
<td>Growth of Sales &amp; Property Tax Revenues</td>
<td></td>
<td>Create a Retail Redevelopment Strategy to Expand Commercial Development</td>
<td>Director, Managers, Supervisors, Staff</td>
<td>12/1/2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td>ED</td>
<td>Fiscal resources for City to deliver desired municipal services</td>
<td></td>
<td>Develop and implement a Downtown Tax Increment Finance District to maximize available resources to fund downtown revitalization efforts</td>
<td>Director, Managers, Supervisors, Staff/Consultant</td>
<td>1/1/2020</td>
<td>Ongoing</td>
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</tbody>
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## Public Health

### Fiscal Year 2020 Work Plan

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<tr>
<th>Commission Pillar</th>
<th>Statement</th>
<th>Department</th>
<th>Work Plan Element</th>
<th>Responsibility</th>
<th>Projected Date</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>QOL</td>
<td>Maintain grant funding of resilience programs and research new and innovative ways to implement and develop existing wellness outreach initiatives.</td>
<td>Director</td>
<td>03/2020</td>
<td>Ongoing</td>
<td></td>
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<tr>
<td>INF</td>
<td>Research software and hardware solutions to enhance health department operations.</td>
<td>Director/Enterprise Applications</td>
<td>08/2020</td>
<td>Ongoing</td>
<td></td>
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<tr>
<td>GOV</td>
<td>Complete implementation of Total Quality Management (Vision, Mission, and Structure).</td>
<td>Director</td>
<td>06/2020</td>
<td>Ongoing</td>
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### Parks and Recreation Department

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<tr>
<th>Commission Pillar</th>
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<th>Work Plan Element</th>
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<th>Projected Date</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>NQR</td>
<td>Create CAPRA Committee and Complete Plan 1 of 3 for CAPRA application to allow department accreditation.</td>
<td>Director</td>
<td>09/2020</td>
<td>Implementation Phase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>QOL</td>
<td>Plan &amp; Implement Strategies for Financial Self-Sufficiency: Parcels, TIFs, Restores, &amp; Recreation Programs for master plan implementation.</td>
<td>Director, AO, OH</td>
<td>09/2020</td>
<td>Implementation Phase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NQR</td>
<td>Continue CAPRA Conservation, Recreation, and Protection at all levels of employment.</td>
<td>Director, AO, OH</td>
<td>09/2020</td>
<td>Implementation Phase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PDR</td>
<td>Complete the 2015 Federal Recreation Strategy Plan re-identify and plan for community Park and Rec facilities and integrate findings into our overall facility design.</td>
<td>Director, AO, OH</td>
<td>09/2020</td>
<td>Implementation Phase</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NQR</td>
<td>Plan &amp; Implement Strategies for Financial Self-Sufficiency: Parcels, TIFs, Restores, &amp; Recreation Programs for master plan implementation.</td>
<td>Director, AO, OH</td>
<td>09/2020</td>
<td>Implementation Phase</td>
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<tr>
<th>Commission Pillar</th>
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<th>Work Plan Element</th>
<th>Responsibility</th>
<th>Projected Date</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>Governance Pillar</td>
<td>Organizational &amp; Departmental Development for a Responsive Culture</td>
<td>Development</td>
<td>Continue implementing the organization’s culture through our Total Alignment (Vision, Mission, &amp; Structure)</td>
<td>Lupe</td>
<td>FY 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Governance Pillar</td>
<td>Review Our Decision-Making Approaches</td>
<td>Development</td>
<td>Completion of Effective Motivational Leadership Development</td>
<td>Lupe</td>
<td>March 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Governance Pillar</td>
<td></td>
<td>Development</td>
<td>Managing Transitions: Integration of Purchasing Department and Finance Department</td>
<td>Lupe, Jorge, Roberto, Jaii</td>
<td>Nov. 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Governance Pillar</td>
<td></td>
<td>Development</td>
<td>Update post-event review to strengthen vendor/partner relations and outreach efforts, and update Vendor Performance Evaluation form</td>
<td>Roberto</td>
<td>March 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Governance Pillar</td>
<td></td>
<td>Development</td>
<td>Establish Annual Vendor Workshop to enhance vendor relations and outreach efforts</td>
<td>Roberto</td>
<td>March 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Governance Pillar</td>
<td></td>
<td>Development</td>
<td>Update and convert former acquisition/aggregate requests to templates</td>
<td>Roberto</td>
<td>Dec. 2019</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Governance Pillar</td>
<td></td>
<td>Development</td>
<td>Establish a list of consultant/government amounts/costs/collect and coordinate with BPA and commercial contractors to update and standardize the bidding process</td>
<td>Lupe, Tanya</td>
<td>Feb. 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Governance Pillar</td>
<td></td>
<td>Development</td>
<td>Complete the Comprehensive Annual Financial Report (CAFAR)</td>
<td>Lupe</td>
<td>March 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Governance Pillar</td>
<td></td>
<td>Development</td>
<td>Develop and implement a 5-Year Operating Budget</td>
<td>Jorge</td>
<td>May 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Governance Pillar</td>
<td></td>
<td>Development</td>
<td>Adopt the City of Brownsville’s Annual Budget</td>
<td>Financial Services, CM, Director</td>
<td>Sept. 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Governance Pillar</td>
<td></td>
<td>Development</td>
<td>Earn the Distinguished Budget Presentation Award for the 7th consecutive year from the Government Finance Officers Association (GFOA)</td>
<td>Jorge</td>
<td>March 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Governance Pillar</td>
<td></td>
<td>Development</td>
<td>Submit application for Achievement of Excellence in Procurement (AEP) award</td>
<td>Roberto</td>
<td>Aug. 2020</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Commission Pillar</td>
<td>Statement</td>
<td>Department</td>
<td>Work Plan Element</td>
<td>Responsibility</td>
<td>Projected Date</td>
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<tr>
<td></td>
<td>Research formalizing the application process &amp; award of Hotel/Motel Occupancy Tax (HOT)</td>
<td>Development</td>
<td>Lupe / Luis</td>
<td>April 2020</td>
<td>Ongoing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Update standard procurement documents (Convert Formal Solicitation to Acquisition Plan, Conversion Form, Exemption Form)</td>
<td>Development</td>
<td>Robert / Jose</td>
<td>Jan. 2020</td>
<td>Ongoing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Create enterprise-wide departmental procurement inventory</td>
<td>Development</td>
<td>Roberto</td>
<td>TBD</td>
<td>Ongoing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Research and propose increasing procurement thresholds for formal solicitations from $15,000 to $25,000 and for single quote awards from $1,500 to $5,000</td>
<td>Development</td>
<td>Robert / Jose</td>
<td>Nov/Dec 2019</td>
<td>Ongoing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Digitize Procurement Card Process</td>
<td>Development</td>
<td>Jose / Jorge</td>
<td>Feb. 2020</td>
<td>Ongoing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Incorporate Contract Management Operating Procedures into Procurement Policy</td>
<td>Development</td>
<td>Roberto / Jose</td>
<td>May 2020</td>
<td>Ongoing</td>
<td></td>
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<tr>
<td>Commission</td>
<td>Statement</td>
<td>Department</td>
<td>Work Plan Element</td>
<td>Responsibility</td>
<td>Projected Date</td>
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<tr>
<td>GOV</td>
<td>Develop and promote organizational values to encourage a responsible culture</td>
<td>Municipal Court</td>
<td>Continue implementation of &quot;Total Alignment&quot; (Establish Vision, Mission &amp; Structure)</td>
<td>Asst. Director</td>
<td>Ongoing</td>
<td>In Progress</td>
</tr>
<tr>
<td>GOV</td>
<td></td>
<td></td>
<td>TMCSC Clerk Certification for staff, Court Coordinator, Asst. Director, Deediness Test taking strategy building &quot;CONFIDENCE&quot;, create prep-class schedule, Goal: 3 newly certified Level I</td>
<td>Asst. Director</td>
<td>12-2020</td>
<td>In Progress</td>
</tr>
<tr>
<td>GOV</td>
<td></td>
<td></td>
<td>Develop scheduled (1) monthly meetings with City Attorney's office and share workload effectively</td>
<td>J. Lemus, Asst. Dir., City Attorney</td>
<td>12-2020</td>
<td>In Progress</td>
</tr>
<tr>
<td>GOV</td>
<td></td>
<td></td>
<td>Completion of Effective Motivational Leader (EML) Class</td>
<td>Asst. Director</td>
<td>02-2020</td>
<td>In Progress</td>
</tr>
<tr>
<td>GOV</td>
<td></td>
<td></td>
<td>Develop Standard Operating Policies and Procedures Manual for all departments (tellers, collections, court proceedings, etc.)</td>
<td>Asst. Director</td>
<td>12-2020</td>
<td>In Progress</td>
</tr>
<tr>
<td>GOV, PS</td>
<td></td>
<td></td>
<td>Research &amp; Establish additional revenues plan by Municipal Court in coordination with POC &quot;Safe Alert&quot; collection, including a fiscal calendar for Warrant Details, Arrears Week and Warrant Officers full participation at International Bridges for random Bank on commercial transportation</td>
<td>Asst. Director, DCL</td>
<td>12-2020</td>
<td>In Progress</td>
</tr>
<tr>
<td>GOV, PS</td>
<td></td>
<td></td>
<td>Investigate feasibility of co-locating facilities with WPO as they open a presence at Driscoll Children's Hospital (Northside Substation feasibility study)</td>
<td>Asst. Dir. Crime Coordinator</td>
<td>12-2020</td>
<td>In Progress</td>
</tr>
<tr>
<td>GOV</td>
<td></td>
<td></td>
<td>Develop and implement Customer Service SOP training</td>
<td>Judge Lemus, Asst. Director &amp; Full Staff</td>
<td>06-2020</td>
<td>In Progress</td>
</tr>
<tr>
<td>GOV, QDL</td>
<td></td>
<td></td>
<td>4 Direct Community Outreach via public booths and events to be held at MBF's, Sunrise Mall, etc. (quarterly)</td>
<td>Full Staff</td>
<td>12-2020</td>
<td>In Progress</td>
</tr>
<tr>
<td>GOV, QDL</td>
<td>Maximize State and Federal Dollars and Resources</td>
<td></td>
<td>Pursue matching funds grants, leveraging our available $517k for increasing Building Security</td>
<td>Judge Lemus, Asst. Director</td>
<td>12-2020</td>
<td>In Progress</td>
</tr>
<tr>
<td>Department</td>
<td>Work Plan Element</td>
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<tr>
<td>GOV</td>
<td>DEVELOP AND PROMOTE ORGANIZATIONAL VALUES TO ENCOURAGE A RESPONSIVE CULTURE IN CITY OPERATIONS, ACCOUNTABILITY</td>
<td>BW / SS</td>
<td>ONGOING</td>
<td>ONGOING</td>
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<tr>
<td>INF</td>
<td>MASTER PLAN, PO STUDY UPDATE, FUTURE CAPITAL MAINTENANCE STUDY</td>
<td>SS</td>
<td>JAN 2020</td>
<td>ONGOING</td>
<td></td>
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<tr>
<td></td>
<td>DEVELOP 5 YEAR CIP (Prioritize Airside infrastructure to support an increase in operations and air service, submit to FAA for approval)</td>
<td>SS / PP</td>
<td>ONGOING</td>
<td>ONGOING</td>
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<tr>
<td>PS</td>
<td>MAINTAIN SAFETY STANDARDS FOR PUBLIC SAFETY</td>
<td>SS</td>
<td>ONGOING</td>
<td>ONGOING</td>
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<td>ED</td>
<td>FISCAL RESOURCES TO DELIVER DESIRED SERVICES, EXPLORE ALTERNATIVE REVENUE SOURCES, MAXIMIZING FEDERAL DOLLARS AND RESOURCES, TOURISM OPPORTUNITIES</td>
<td>BW</td>
<td>AUG 2020</td>
<td>ONGOING</td>
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<td></td>
<td>CONTINUE ENGAGING FAA FOR CAPITAL FUNDING NEEDS (Identify non-traditional grant opportunities (i.e. supplemental infrastructure SBA), pursue additional discretionary grants)</td>
<td>BW / SS</td>
<td>JAN 2020</td>
<td>FINAL STAGE</td>
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<td>Conclusion Pillar</td>
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<tr>
<td>Develop and promote transparent &amp; accountable municipal operations</td>
<td>Increase transparency &amp; accountability in municipal operations</td>
<td>Engineering &amp; Public Works</td>
<td>Internal transition with combining of engineering and traffic departments</td>
<td>CLO/DIA</td>
<td>December-20</td>
<td>In Progress</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Professional Development: CEU Certification Review</td>
<td>CLO/DIA</td>
<td>12/31/2019 (Final)</td>
<td>In Progress</td>
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<td></td>
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<td></td>
<td>Employee Development: December Safety Training, Build High-Performance Teams</td>
<td>ST/BN</td>
<td>March-20</td>
<td>In Progress</td>
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<td></td>
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<td>_percent of team to obtain and maintain their certification and all regulatory compliance processes</td>
<td>ST/BN</td>
<td>March-20</td>
<td>In Progress</td>
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<td>Engage employees to drive the development of collective change initiatives throughout internal and external teams building relationships</td>
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<td>Create an environment where all employees understand their role in the success of the department by adhering to core values and the role they play</td>
<td>ST/BN</td>
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<td>Develop a vision that all public department employees in carrying out the mission and vision of the City of Brownsville</td>
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<td>Encourage and promote professional growth of employees, health, fitness and work-life balance</td>
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<td>Engage employees in safety training and empower employees to take ownership</td>
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<td>Invest in the Department: employee’s skill and talents</td>
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<td>Provide excellent customer service and improve communication within departmental and external departmental employees</td>
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<td>Build and strengthen community and work relations</td>
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<td>Improve the effectiveness of City services and community outcomes</td>
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<td>Increase and implement Standard Operating Procedures (SOP)</td>
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<td>Improve quality</td>
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<td>Measure for drainage to maintain stormwater flow throughout the City</td>
<td>CLO/DL</td>
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<td>Implement ProCore construction project management software</td>
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<td>Neighborhoods</td>
<td>Fiber improvement (budget amendment 2016)</td>
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<td>Traffic: Workplan</td>
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<td>Traffic: Stormwater command center creation</td>
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<td>Capital improvement Program: Community Development Block Grant Program</td>
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<td>March-20</td>
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<td>AR Street improvement Program</td>
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<td>BD: &amp; Overlay Street improvements</td>
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<td>COB: Bridge Maintenance Plan improvement</td>
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<td>Implement innovative construction material solutions</td>
<td>February-20</td>
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<td>Bike and Hike Trail: DL</td>
<td>August-19</td>
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<td>Fire: Station #4 and #9</td>
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<td>August-19</td>
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<td>GIS: Other: replacement and Planning Assets</td>
<td>August-19</td>
<td>In Progress</td>
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<td>Completion of Cap 4 at the City Lab</td>
<td>August-20</td>
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<td>Plan &amp; Design for the future growth of City Farms</td>
<td>ST</td>
<td>January-20</td>
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<td>Vulcan Pump Station</td>
<td>LA/DL</td>
<td>November-20</td>
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<td>Engineering &amp; Public Works: Stormwater Management Program</td>
<td>DL/SF</td>
<td>September-10</td>
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<td>Expansion of the Vera drainage ditch</td>
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<td>Culvert improvement (TAVO: CENGID)</td>
<td>LA/DL</td>
<td>October-10</td>
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<td>Establish receiving funding sources with the Stormwater fee</td>
<td>NT</td>
<td>August-20</td>
<td>In Progress</td>
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<td>Sensors network to improve stormwater flow throughout the city</td>
<td>DL/DG</td>
<td>November-20</td>
<td>In Progress</td>
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<td>Floodplain models run for new cell use applications [17,390,000]</td>
<td>DL</td>
<td>October-10</td>
<td>In Progress</td>
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<td>FEMA: LEAP Certification application</td>
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<td>October-10</td>
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<td>Hurricane Over &amp; Access drainage study</td>
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<td>BO: Interdepartmental Agreement (0004) Interdepartmental Agreement</td>
<td>DL/DG</td>
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<td>GACC: Silver Jackets Project</td>
<td>DL</td>
<td>October-10</td>
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<td>GACC: COB: Interior Drainage Studies: Laguna Verde Watershed Study</td>
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<td>DAS: Do Not Funding Application</td>
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<td>Hazard Mitigation Plan</td>
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<td>Parks: COB Est study</td>
<td>DL</td>
<td>November-10</td>
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Internal Staff Developed Organizational Framework Materials

THE CITY OF BROWNSVILLE JOURNEY...

Strategy: A method of conducting work/projects to accomplish its departmental goals and objectives within the City of Brownsville’s Total Alignment Model. (Ex: Use of Departmental wide Change Management/Project Management when working on new projects/initiatives.

Structure: A hierarchy that outlines department's main functions and reporting channel under the umbrella of City of Brownsville's Total Alignment Model. (Ex: Reduced/increased functions of a department in order to focus on community needs and the City of Brownsville’s vision and mission.

Systems: A collection of internal procedures and processes to achieve departmental goals and results. (Ex: Consolidated/re-engineered internal procedures processes)

What is your department's vision/mission?

What are your SMART Goals: Strategy, Structures, and System?

VISION/MISSION

TOTAL ALIGNMENT

PARTICIPATORY LEADERSHIP

S.M.A.R.T. GOALS

STRATEGY

TOTAL ALIGNMENT

ENVIRONMENT

VISION/MISSION

PARTICIPATORY LEADERSHIP

S.M.A.R.T. GOALS

TOTAL ALIGNMENT

SYSTEMS

STRATEGY

TOTAL ALIGNMENT

SYSTEMS
CITY OF BROWNSVILLE
ORGANIZATIONAL FRAMEWORK

LEADERSHIP
Participatory Leadership

CULTURE
Aspirational Aim
Purpose Statement
Behavioral Values

STRUCTURE
S.M.A.R.T. Goal Systems

PARTICIPATORY LEADERSHIP
Leaders are developed at every level of the organization. Individuals are transformed into self-leaders as they internalize theirs and the organization’s Aspirational Aim, Purpose Statement (Why?), Behavioral Values, attitudes, and goals.

ASPIRATIONAL AIM
We aspire to be the model of innovation, inclusion, and empowerment where BOLD people and ideas thrive.

PURPOSE STATEMENT
To provide the best value in service to the citizens of Brownsville through Participatory Leadership.

BEHAVIORAL VALUES
Fostering trust by building relationships with tolerance, patience, and support.

Practicing innovation throughout the organization by creating solutions that embrace our optimism and forgive our failures.

Affirming a safe environment by encouraging bold communication and participation.
Consideration and ACTION on Resolution Number 2020-035 amending Personnel Policy Manual to include the Lactation Policy.
To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Perla Cepeda, Organizational Development & Human Resources Director

Date: May 5, 2020

Subject: Consideration and ACTION on Resolution Number 2020-035 amending Personnel Policy Manual to include the Lactation Policy. (Organizational Development & Human Resources)

______________________________________________________________________________

Summary:

Federal law requires employers with over fifty (50) employees to provide a lactation room/area for nursing mothers to use exclusively for breast-feeding. The City of Brownsville encourages and supports nursing mothers throughout their breastfeeding experience. Nursing mothers are provided the opportunity to breastfeed in a clean, private and designated area. Breastfeeding is the best source of nutrition for most infants. It is associated with the reduction of risk for some short and long-term health conditions for both infants and mothers.

Resolution:

The Organizational Development and Human Resources department is requesting approval of the proposed Lactation Policy as an amendment to the City of Brownsville Employees’ Policy Manual.
Resolution 2020-035 Amendment to the City of Brownsville Personnel Policy Manual to include the Lactation Program Policy

WHEREAS, the federal health care reform bill signed on March 23, 2010, contained an amendment to the FLSA (new section 207(r) (1)) requiring employers to give breaks for nursing; and

WHEREAS, HB786, Texas Government Code Chapter 619, provides that an employee of a public employer, which by definition includes municipalities, is entitled to express breast milk at the employer’s workplace; and

WHEREAS, public employers must adopt a written policy that states that the public employer supports the practice of expressing breast milk, and make reasonable accommodations for the needs of employees who express breast milk; and

WHEREAS, the City of Brownsville recognizes the importance and benefits of breastfeeding for our employees and their families; and

WHEREAS, City’s Administration is committed to promoting a family-friendly environment in which reasonable accommodations are made to support the practice of expressing breast milk in the workplace; and

WHEREAS, the public employer must ensure that no adverse action is taken against employees who avail themselves of their rights under the law.

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

THAT, the City Commission recognizes the nutritional benefits to both mother and child to promote and support a Workplace Lactation Program Policy

THAT, an employee of a public employer is entitled to express breast milk at the employee's workplace.

THAT, under the new FLSA provision, a non-exempt employee is entitled to a "reasonable break time" to express breast milk for her nursing child, each time the employee needs to express the milk, for up to one year following the child’s birth.

THAT, the City of Brownsville must provide a secluded place, other than a multi-user bathroom, that is private and safeguarded from intrusions by other employees and the public, where the employee can express her milk.
THAT, the City will accommodate the breastfeeding-related needs of employees for a period up to one year from the birth of a child, including access to appropriate facilities, time, and assistance with storage.

THAT, the City will provide accessible, adequate and private facilities other than a restroom for breast milk expression. Each Lactation Room or designated office space will be free from intrusion, either by the use of a locked door, or restricted entry access devices.

THAT, the facility will be equipped with suitable lighting and electricity if necessary for pumping apparatus. The City will provide a Lactation Room or designated office space either in or near work locations with a high concentration of employees. In locations with small numbers of eligible employees, the space will be determined on a case-by-case basis in consultation with the employee and department. Lactation rooms will have access to a nearby sink with running water available to the employee. The department may temporary use a multi room if it meets the criteria stated above.

THAT, the City Manager is authorized to implement all policies and interpretations necessary to carry out this resolution and modify and/or update this policy as necessary.

ORDERED this 5th day of May, 2020.

_________________________________________
Trey Mendez
Mayor of the City of Brownsville

Attest:

_________________________________________
Griselda Rosas
Interim City Secretary
City of Brownsville

"Approved as to Form and Legality
This 4th day of April 2020
Title
Office of the Brownsville City Attorney"
Executive Session (City Attorney Only)

Time Needed:

Action Item:

Select

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<td>✔ Action</td>
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Information: Please include additional information/request.

Consideration and Action to approve Memorandum of Understanding between UTRGV Continuing Education and the City of Brownsville for a Professional Development Program.

Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

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<th>City Attorney</th>
<th>Date Reviewed:</th>
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City Commission

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City Manager’s Approval

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Revised 3/2019
To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Perla Cepeda, Organizational Development & Human Resources Director

Date: April 19, 2020

Subject: Consideration and ACTION on Memorandum of Understanding for Professional Development Services between the City of Brownsville and UTRGV Continuing Education

Summary:

The City of Brownsville recognizes the necessity to establish an Employee Professional Development Program and Partnership with UTRGV Continuing Education. The partnership is to endorse and incorporate the City’s Organizational Framework into training and development initiatives. The Development Program will ensure employees continue to strengthen their skills, expand their knowledge, increase their confidence, and set them on a path that raises their career achievements.

The proposed program consists of (5) five modules to be offered from May to July 2020.

The modules are:
1. Emotional intelligence to learn self-awareness.
2. Managing Conflict to identify and resolve conflicts for improved organizational health.
3. Citizens’ Value, building citizen value through service, responsiveness, and satisfaction.
4. Self-Management to develop time management skills to increase productivity using time and resources effectively; and
5. Presentation Skills to improve staff’s ability to present and communicate quality information to target audiences.

Resolution:

The Organizational Development and Human Resources department is requesting approval of the Memorandum of Understanding between the City and the UTRGV Office of Continuing Education to strengthen the collaboration and partnership to further develop the city’s competencies model of “skillset, mindset, and heart-set” to better serve our community.
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY CONTINUING EDUCATION ("UTRGV Continuing Ed") and THE CITY OF BROWNSVILLE ("COB") for the period and upon the terms stated below.

I. PURPOSE OF THE AGREEMENT.

A. During the Term of this Agreement, UTRGV Continuing Ed will provide professional development courses for the purpose and mutual benefit of a community partnership to advance the mutual goal and objective of creating a Professional Education and Workforce Development Program for the COB from the following location ("Premises") and online:

UTRGV Continuing Education Teaching Site:
1800 S. Main Street
Suite 1100 McAllen, TX 78503

B. This Agreement is contingent upon final approval by the Brownsville City Commission and UTRGV Continuing Ed.

II. TERM AND TERMINATION.

A. This Agreement shall commence May 5, 2020, and shall end July 31, 2020.

B. Either Party may terminate this Agreement at any time, for any reason by providing the other Party with at least thirty (30) days prior written notice at the addresses listed below.

C. This Agreement may be amended or modified only in writing and executed by both COB and UTRGV.

III. CONDITIONS.

A. UTRGV Continuing ED will keep courses and programs up to date and rely on highly educated, credentialed, and experienced faculty and practitioners with years of subject matter expertise and exceptional credentials.

B. In partnership with the City of Brownsville, UTRGV Continuing Ed commits through this proposal to strengthen COB’s Total Alignment Culture and reinforce the Aspirational Aim “We aspire to be a model of innovation, inclusion, and empowerment where BOLD people and ideas thrive.”
C. UTRGV Continuing Ed is proposing a Professional Development Program as a part of the 
COB’s Competency Model, Heart Set, Mindset and Skillset, for Executive and Middle 
Management staff to augment the efforts of their leadership to build a 21st-century 
workforce in the city.

D. COB and UTRGV Continuing Ed will both agree to designate a primary point of contact 
for the other.

E. UTRGV Continuing Ed, as an institution of higher education and recipient of federal and 
state funds, is subject to federal and state civil rights laws and regulations governing equal 
educational and employment opportunity. This Agreement and any grant activities offered 
pursuant to this Agreement are subject to those laws and regulations, and other laws and 
regulations governing a public educational institution and shall be provided in compliance 
with the laws applicable to UTRGV.

F. The parties mutually agree that, during performance of this Agreement, no person shall be 
denied benefits under this program on the basis or religion, color, race, national origin, sex, 
age, physical or mentally disability, sexual orientation, or gender identity. The parties shall 
ensure that the evaluation and treatment of employees and student participants under this 
program is free of such discrimination.

G. COB & UTRGV both agree that the other party may reference each other’s name to the 
extent reasonably necessary in the promotion of this Agreement. However, approval must 
be obtained from the other party before any written materials referencing their name are 
disseminated.

IV. PAYMENT. Payment for courses will be as specified in the inter-local agreement.

V. INDEPENDENT CONTRACTOR. Both Parties hereto, in the performance of this 
Agreement, will be acting in their individual capacity and not as agents, employees, 
partners in a joint venture, or as associates of one another. The employees or agents of one 
Party shall not be deemed or construed to be the employees or agents of the other Party for 
any purpose whatsoever. This Agreement does not create a joint venture or business 
partnership under Texas law. BPD and TSC assume full responsibility for their personnel 
while performing any services incident to this Agreement and shall remain solely 
responsible for their supervision, daily direction and control, requirements, and obligations.

VI. INSURANCE. COB and UTRGV Continuing Ed will be responsible for individual 
insurance coverage and shall mutually exercise a “hold harmless” clause for the other party. 
In as much, actions taken by COB or UTRGV Continuing Ed representatives will be 
handled by their respective organizations to include medical, worker’s compensation, or 
any other labor related. This insurance will protect COB and UTRGV Continuing Ed 
against liability to its respective employees or servants and to any other person or persons
whose property damage or personal injury arises out of or in connection with this Agreement.

VII. **EXHIBITS.** All exhibits, attachments, and addenda are incorporated herein by reference into this Agreement.

VIII. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes regarding this Agreement shall be in Brownsville, Cameron County, Texas.

The City of Brownsville
1001 Elizabeth Street
Brownsville, Texas 78520

University of Texas Rio Grande Valley
Continuing Ed
1800 S. Main Street
Suite 1100 McAllen, TX 78503

Noel Bernal
City Manager
City of Brownsville

Jayshree Bhat
Assistant Vice President &
Director of Continuing Education

Date: ________________  Date: ________________

"Approved as to Form and Legality
This 27th day of Apr, 2020
Title
Office of the Brownsville City Attorney"
INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract (Contract) is entered into effective April 27, 2020 (Effective Date), by and between Contracting Parties pursuant to authority granted in and in compliance with Chapter 791, Government Code.

CONTRACTING PARTIES:

Receiving Party: City of Brownsville, a local government of the State of Texas.

Performing Party: University of Texas Rio Grande Valley, an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to Professional Soft Skills Training (Project). This Contract will increase the efficiency and effectiveness of Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the services (services) listed in Exhibit A.

WARRANTIES:

Receiving Party warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in Section 77, Texas Education Code, and Chapter 791, Government Code; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on Receiving Party’s behalf is authorized by its governing body to do so.

Performing Party warrants (1) it has authority to perform the services under authority granted in Section 8, Texas Code and Chapter 791, Texas Government Code; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on Performing Party’s behalf is authorized by its governing body to do so.

CONTRACT AMOUNT:

The total amount of this Contract will not exceed $6,000.00 (six thousand dollars).

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed in accordance with Chapter 2251, Government Code (Texas Prompt Payment Act).

Payments made under this Contract (1) are based on cost recovery, (2) will fairly compensate Performing Party for the services performed, and (3) will be made from current revenues available to Receiving Party.

TERM:

The term of this Contract begins on the Effective Date and expires on July 31, 2020.

NOTICES:

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Contract, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in
the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party:  City of Brownsville  
1001 E. Elizabeth Street 4th Floor  
Brownsville, TX 78520  
Fax: N/A  
Email: elizabeth.cruz@cob.us  
Attention: Elizabeth Cruz

If to Performing Party:  University of Texas Rio Grande Valley  
1201 W University Dr  
Edinburg, TX 78539  
Attention: Rick Anderson  
Executive Vice President for Finance and Administration  
Fax: (956) 665-2307  
Email: evpfa@utrgv.edu  
Attention: Alex Valdez  
Chief Procurement Officer  
Fax: (956)665-2164  
Email: alex.valdez@utrgv.edu

or other person or address as may be given in writing by either party to the other in accordance with this Section.

TERMINATION:

In the event of material failure by a Contracting Party to perform its duties and obligations in accordance this Contract, the other party may terminate this Contract upon thirty (30) days’ advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

Either Party may terminate this Contract without cause upon thirty (30) days’ advance written notice of termination to the other Party.

OTHER PROVISIONS:

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Government Code, any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

Venue; Governing Law. Cameron County Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Contract and each of its provisions will be binding on the parties, and may not be waived, modified, amended or altered, except by a writing signed by Receiving Party and Performing Party.
Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (Legislature) and/or allocation of funds by that Contracting Party's governing board. If Legislature fails to appropriate or allot necessary funds, or if a Contracting Party's governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Contract without further duty or obligation. Contracting Parties agree acknowledge that appropriation, allotment, and allocation of funds are beyond the Contracting Parties' control.

State Auditor's Office. Contracting Parties understand acceptance of funds under this Contract constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (Auditor), to conduct an audit or investigation in connection with those funds (ref. Sections 51.9335(c), 73.115(c) and 74.008(c), Education Code). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Contracting Parties.

Severability. If any one or more of the provisions of this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

Public Records. It will be the independent responsibility of Receiving Party and Performing Party to comply with Chapter 552, Government Code (Public Information Act), as it applies to the Contracting Parties’ respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Receiving Party.

Executed effective on the Effective Date by the following duly authorized representatives of Contracting Parties:

RECEIVING PARTY:
CITY OF BROWNSVILLE

By: ____________________________
Name: Noel Bernal
Title: City Manager
Date: ____________________________

PERFORMING PARTY:
UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

"Approved as to Form and Legality
This 24th day of April, 2020
Title ____________________________
Office of the Brownsville City Attorney"
<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Quantities</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1</td>
<td>Emotional Intelligence</td>
<td>(2 Hours) Participants will learn to become self-aware and utilize social skills to understand verbal and non-verbal communication in the workplace. Learn the fundamentals of Emotional Intelligence (EI) Use and recognize verbal/non-verbal communication effectively Communicate professional identity through attire and introduction Build and manage professional relationships through networking</td>
<td>$1,050 Maximum Attendees: 35</td>
</tr>
<tr>
<td>2</td>
<td>Managing Conflict</td>
<td>(2 Hours) Participants will build their competency in effectively diagnosing &amp; managing conflict. Understand conflict management as it pertains to The Advantage book. Identify and resolve conflicts that may negatively impact team efficiency Learn key actions for resolving conflicts within teams Identify opportunities for member-led conflict resolution</td>
<td>$1,050 Maximum Attendees: 35</td>
</tr>
<tr>
<td>3</td>
<td>Citizen Value (Service/Responsiveness/Satisfaction)</td>
<td>(2 Hours) Participants will build their customer service skills and learn to identify, engage, and obtain feedback from customers to further organizational customer service goals. Define outstanding Citizen Value Build skills to develop rapport with citizens Identify customer needs and manage citizens’ and internal departments’ satisfaction Obtain feedback and provide satisfaction results</td>
<td>$1,050 Maximum Attendees: 35</td>
</tr>
<tr>
<td>4</td>
<td>Self-Management</td>
<td>(2 Hours) Participants will develop their time management skills by identifying obstacles to productivity, establishing work priorities, and using team meeting time effectively. Identify and avoid obstacles to individual productivity Learn to effectively plan work days and emphasize</td>
<td>$1,050 Maximum Attendees: 35</td>
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<tr>
<td></td>
<td><strong>Presentation Skills</strong></td>
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<td>5</td>
<td>(3 Hours) Participants will develop their ability to present and disseminate results and information to a target audience. Build presentation skills to present in front of an audience Develop best practices for communicating information and results Learn to utilize presentations and visual aids effectively</td>
<td>$1,800 Maximum Attendees: 40</td>
<td></td>
</tr>
</tbody>
</table>
CITY OF BROWNSVILLE

PROFESSIONAL SOFT SKILLS PROPOSAL

UTRGV
Office of Professional Education & Workforce Development
The Office of Professional Education and Workforce Development leverages academic and institutional resources to create new and innovative workforce development opportunities regionally and globally through cutting-edge, responsive and high-quality education programs aligned with UTRGV’s strategic plan and mission.

We strive to keep our courses and programs up to date and rely on highly educated, credentialed, and experienced faculty and practitioners with years of subject matter expertise and exceptional credentials.

In partnership with the City of Brownsville, our commitment through this proposal is to strengthen their Total Alignment Culture and reinforce the Aspirational Aim “We aspire to be a model of innovation, inclusion, and empowerment where BOLD people and ideas thrive.”

We are proposing the following Professional Development Program as a part of the City of Brownsville’s Competency Model, Heart Set, Mindset and Skillset, for Executive and Middle Management staff to augment the efforts of their leadership to build a 21st-century workforce in the city.

Emotional Intelligence: 2 hours
$1,050 | Maximum: 35 Attendees

Objective: Participants will learn to become self-aware and utilize social skills to understand verbal and non-verbal communication in the workplace.

- Learn the fundamentals of Emotional Intelligence (EI)
- Use and recognize verbal/non-verbal communication effectively
- Communicate professional identity through attire and introduction
- Build and manage professional relationships through networking

Managing Conflict: 2 hours
$1,050 | Maximum: 35 Attendees

Objective: Participants will build their competency in effectively diagnosing & managing conflict.

- Understand conflict management as it pertains to The Advantage book.
- Identify and resolve conflicts that may negatively impact team efficiency
- Learn key actions for resolving conflicts within teams
- Identify opportunities for member-led conflict resolution
Citizen Value (Service/Responsiveness/Satisfaction): 2 hours
$1,050 | Maximum: 35 Attendees

Objective: Participants will build their customer service skills and learn to identify, engage, and obtain feedback from customers to further organizational customer service goals.

- Define outstanding Citizen Value
- Build skills to develop rapport with citizens
- Identify customer needs and manage citizens’ and internal departments’ satisfaction
- Obtain feedback and provide satisfaction results

Self-Management: 2 hours
$1,050 | Maximum: 35 Attendees

Objective: Participants will develop their time management skills by identifying obstacles to productivity, establishing work priorities, and using team meeting time effectively.

- Identify and avoid obstacles to individual productivity
- Learn to effectively plan work days and emphasize priorities
- Conduct structured and productive participatory leadership meetings

Presentation Skills: 3 hours
$1,800 | Maximum: 40 Attendees

Objective: Participants will develop their ability to present and disseminate results and information to a target audience.

- Build presentation skills to present in front of an audience
- Develop best practices for communicating information and results
- Learn to utilize presentations and visual aids effectively

Instructors:
We utilize faculty and practitioners that best fit the training needs of your organization based on their subject matter expertise and ability to communicate their knowledge. With this style of instruction, participants can apply what they learn in the classroom to their jobs the next day. Instructor CVs will be shared once topics are agreed upon.

Location:
We are willing to accommodate your request to hold the training at your site if that makes it convenient to your organization. If the training is held at your site, adequate technology must be available at the training room including a laptop, projector and any other A/V technology needed to conduct the training.
Price:
The total price of this workshop series is $6,000. If the maximum attendee amount is exceeded for any workshop, $30/attendee (2-hour workshops) and $45/attendee (3-hour workshops) will apply for the number of additional attendees beyond the respective workshop’s maximum.

On-Site Pricing Includes:
Instructor fee, travel expenses, course set up, all course handouts and evaluations, handout materials.

Payment Policy:
We will require an email confirmation from authorized staff to approve the training at least thirty (30) days prior to the scheduled start date. Thereupon, a purchase order for the training fee must be emailed to continuinged@utrgv.edu fifteen (15) days prior to the start date.

Cancellation Policy:
If a course is cancelled within fifteen (15) business days of the scheduled start date, there will be a charge of 25% of the base course fee. If cancellation occurs within ten (10) days of the start date, there will be a charge of 50% of the base course fee.
TO: Noel Bernal, City Manager
FROM: Rick Vasquez, Director of Planning & Redevelopment Dept.
SUBJECT: Public Hearings
DATE: 5/5/2020
THROUGH: Helen Ramirez, Deputy City Manager

AGENDA ITEM	COMMISSION MEETING DATE 05/05/20

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Information: Please include additional information/request.

APPROVAL on SECOND and FINAL READING on ORDINANCE NUMBER 235-2019-011-S: To allow a wireless communication facility, a General Retail (4C) use, in Light Industrial ‘J’ (7CJ) for a 1.67 acre tract of land in Lot 1, R.A. Lieck Estate, Partition Share 22, Espiritu Santo Grant, Cameron County, Texas, located near the corner of Fish Hatchery Road and Expressway 77, Brownsville, Texas 78520, as shown in Exhibit "A", (District 4).

Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

<table>
<thead>
<tr>
<th>City Attorney</th>
<th>Date Reviewed:</th>
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<tr>
<th>City Commission</th>
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<tr>
<td>Approved:</td>
<td>Yes ☐ No ☐</td>
<td>Yes ☐ No ☐</td>
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City Manager’s Approval

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date:</th>
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</table>

Revised 3/2019
TO: Noel Bernal, City Manager  
FROM: Rick Vasquez, Director of Planning & Redevelopment  
SUBJECT: Public Hearings  
DATE: 4/28/2020  
THROUGH: Helen Ramirez, Deputy City Manager

AGENDA ITEM  COMMISSION MEETING DATE 04/28/20

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<tr>
<td>Action Item:</td>
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</table>

Information: Please include additional information/request.

PUBLIC HEARING and ACTION on FIRST READING on ORDINANCE NUMBER 235-2019-011-S: To allow a wireless communication facility, a General Retail (4C) use, in Light Industrial "J" (7CJ) for a 1.67 acre tract of land in Lot 1, R.A. Lieck Estate, Partition Share 22, Espiritu Santo Grant, Cameron County, Texas, located near the corner of Fish Hatchery Road and Expressway 77, Brownsville, Texas 78520, as shown in Exhibit "A", (District 4).

Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

City Attorney  
Date Reviewed: 04.13.2020  
By:  
Comments: Approved / Stamped

Finance Department  
Date Reviewed:  
By:  
Comments:  

City Commission  
Approved: ✔ Yes  ☐ No  
Date:  
Assistant City Manager  
Approved: ✔ Yes  ☐ No  
Initials:  
Date:  
Deputy City Manager  
Approved: ✔ Yes  ☐ No  
Initials:  
Date:  

City Manager’s Approval  
Signature:  
Date:  
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Rick Vasquez, Planning & Redevelopment Department Director
Date: May 5, 2020

**RE: APPROVAL on SECOND and FINAL READING on Ord. No. 235-2019-011-S**

**Purpose**

Plaintiff, New Cingular Wireless PCS, LLC, is requesting issuance of a Specific Use Permit to allow a wireless communication facility, a General Retail (4C) use, in Light Industrial “J” (7CJ) for a 1.67 acre tract of land in Lot 1, R.A. Lieck Estate, Partition Share 22, Espiritu Santo Grant, Cameron County, Texas, located near the corner of Fish Hatchery Road and Expressway 77, Brownsville, Texas 78520.

**Background**

1. On or about February 8, 2019, AT&T submitted an application for a Specific Use Permit to construct a 150-foot tall wireless telecommunications facility at the corner of Fish Hatchery Road and Expressway 77 in the city of Brownsville (“Site”).
2. On or about May 1, 2019, the Board of Adjustment voted to approve two variances from Sec. 338-34 – Development Standards, height and spacing requirements respectively.
3. On or about May 2, 2019, the Planning and Zoning Commission voted to recommend approval of the Specific Use Permit Application.
4. At 1st Reading on May 7, 2019, City Commission voted to deny the Application.
5. The Plaintiff appealed the denial of the Specific Use Permit Application under the Telecommunications Act.
6. The Court Order for Civil Action No. 1:19-cv-00091 was signed on April 1, 2020 in favor of the Plaintiff.
7. On April 28, 2020, the item was presented at City Commission for First Reading as an Action Item where it was approved following Court Order.

**Action**

As per the established process for adopting, approving, and enacting an amendment to the official zoning atlas and as per the aforementioned court order, a Specific Use Permit to allow a wireless communication facility must be issued expeditiously.
Specific Use Permit Application

**Multi-Family/Office/Commercial/Retail/Industrial**

- 0-1 Acres $500.00
- 1-5 Acres $750.00
- 5-10 Acres $1,000.00
- 10+ Acres $1,250.00

**Check Box:**
- Planning and Zoning Commission
- City Commission

<table>
<thead>
<tr>
<th>Planning and Zoning Commission</th>
<th>City Commission</th>
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<tbody>
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<td></td>
<td>Tentative Date:</td>
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<td></td>
<td>Tentative Date:</td>
</tr>
</tbody>
</table>

**For submittal requirements, see Appendix A. Zoning Processing Fees**

Geographic ID #: # 76- 4150-0010-0100-00

Property ID #: 143497

Project Address: TBO near 35 Fish Hatchery Road

Subdivision: 

Lot(s)/Block: 

Current Zoning: Light Industrial ZC And overlay district if applicable:

Proposed Use: Proposed 150' along 45 degree parcel line (100' gross acres: 0.04 Acres)

If property is not subdivided need to provide survey map a/or metes and bounds.

**Owner Information**

- Name: [Name]
- Address: 2500 E. University Blvd, Ste. #8
- City: Brownsville
- State: TX
- Zip Code: 78521
- Telephone: 956 492 9005
- Fax: None
- Email: tcaplan@nega-development.com

**Representative/Agent Information**

- Name: Jeff Marshall
- Address: 3975 Asbury Rd
- City: Birmingham
- State: AL
- Zip Code: 35243
- Telephone: 205 527 5791
- Fax: 205 490 2236
- Email: jmarshall@foresiretowers.com

**Office Use Only**

- Date Submitted: 02/15/19
- Code: ZN32
- Application Fee: $750.00
- Accepted By: [Signature]

Case Number: 235-2019-011-8
NEW CINGULAR WIRELESS PCS, LLC, §
   Plaintiff, §

v. §

THE CITY OF BROWNSVILLE, TEXAS §
and THE CITY COMMISSION OF THE §
CITY OF BROWNSVILLE, §
   Defendant. §

Civil Action No. 1:19-cv-00091

ORDER

Pursuant to the Telecommunications Act of 1996, 47 U.S.C. § 332(c)(7) (the
“Telecommunications Act”), the parties’ Settlement Agreement filed with this Court, the
documents and information submitted in this action, and based on applicable law, the Court finds
and orders as follows:

Plaintiff New Cingular Wireless PCS, LLC, an AT&T company (“AT&T) alleges that
Defendants the City of Brownsville and the City Commission of the City of Brownsville
(collectively “Defendants” or the “City”) unlawfully denied AT&T’s application for a Specific
Use Permit to construct a wireless telecommunications facility in Brownsville (“Application”).
AT&T alleges, among other things, that the Defendants have not issued a timely, written
decision
supported by substantial evidence.

AT&T and the Defendants have entered into and executed a Settlement Agreement to
settle and resolve the claims by AT&T in this matter.

This Court has jurisdiction over the parties and subject matter jurisdiction over this case
pursuant to 47 U.S.C. §§322(c)(7)(B)(v) and 28 U.S.C. §1331 and is authorized to issue
declaratory relief pursuant to 28 U.S.C. § 2201-2202. The Court finds that venue is proper.
Based upon the consent of the parties, the Court finds as follows:

1. On or about February 8, 2019, AT&T submitted to the Defendants an application
for a Specific Use Permit to construct a 150-foot tall wireless telecommunications facility (the
“Proposed Facility”) at the corner of Fish Hatchery Road and Expressway 77 in the city of Brownsville (the “Site”), as described in that application (the “Application”);

2. AT&T submitted supporting documents with the Application in compliance with the Defendants’ requirements;

3. The Application complied with all the requirements in the City’s Code for construction of a wireless telecommunications tower and for a specific use permit, except as to the Defendants’ height and spacing requirements;

4. On or about May 1, 2019, the City’s Board of Adjustment voted to approve two variances from the City’s height and spacing requirements respectively;

5. On or about May 2, 2019, the City’s Planning and Zoning Commission voted to recommend approval of the Application and to grant the Specific Use Permit;

6. On May 7, 2019, the City held a City Commission meeting during which the City conducted a public hearing on AT&T’s Application for a Specific Use Permit;

7. At the May 7, 2019 hearing, AT&T presented supporting documentation that demonstrated AT&T’s significant gap in service, the need for additional capacity, the lack of alternative sites for the Proposed Facility and that the Site was the only suitable location to build the Proposed Facility;

8. There was no evidence contradicting AT&T’s evidence regarding the significant gap and absence of feasible alternatives;

9. At the May 7, 2019 meeting, the City Commission voted to deny the Application.

10. AT&T alleges the City failed to provide a timely, written decision supported by substantial evidence;

11. The Telecommunications Act provides that “[a]ny person adversely affected by any final action or failure to act by a State or local government or any instrumentality thereof that is inconsistent with [the Act] may, within 30 days after such action or failure to act, commence an action in any court of competent jurisdiction.” 47 U.S.C. § 332(c)(7)(B)(v);

12. AT&T, through the captioned proceeding, timely appealed the City’s denial of its Application under the Telecommunications Act (the “Litigation”);

13. The Parties agree that Plaintiffs brought this action to allow the building of a new wireless telecommunication tower to fill a significant gap in wireless service;

14. The Parties agree that in denying the Application, AT&T timely filed the instant
Litigation alleging the City violated the Telecommunications Act. Among other things, AT&T alleged the City’s denial violated the Telecommunications Act because by failing to produce a final written denial the City has failed to act in a reasonable time in violation of 47 U.S.C. § 332(c)(7)(B)(ii);

15. To avoid any further expense and risk associated with the Litigation, the City consents to the entry of Judgment and resolution of this case;

Therefore, by consent of the Parties, it is hereby ORDERED, ADJUDGED and DECREED as follows:

Pursuant to the Telecommunications Act and the Settlement Agreement, the Court holds that AT&T timely filed the instant Litigation alleging the City’s denial of AT&T’s application for a specific use permit to construct a personal wireless service facility in the City violated 47 U.S.C. § 332(c)(7)(B) and is preempted by federal law, and the appropriate remedy for any violation of Section 332(c)(7)(B) is issuance of an order requiring the Defendants to grant AT&T’s Application.

Therefore, IT IS ORDERED that Judgment is granted to AT&T and issues this Order requiring the Defendants to grant AT&T’s Application and issue the Specific Use Permit expeditiously without the standard requirement of having AT&T adhere to the City’s regular application, public posting, and public hearing requirements. Defendants and AT&T are further absolved of having to comply with any City ordinances and state laws pertaining to the issuance of specific use permits so as to comply with this Court’s order.

IT IS FURTHER ORDERED that within ten days of this Order and Judgment, Defendants shall issue to AT&T a Specific Use Permit authorizing the construction and operation of Proposed Facility at the Site, as set forth in the drawings attached as Exhibit A to the Settlement Agreement.

IT IS FURTHER ORDERED that following issuance of the Defendant’s approval for the Proposed Facility, Defendants will cooperate to the extent necessary to provide any and all additional approvals for, or documents or information about, the Proposed Facility as may be required for AT&T to obtain any other additional permits or approvals.

IT IS FURTHER ORDERED that as a result of the Defendants’ action in response to this Order, granting AT&T’s Application, and upon receipt of any other necessary approvals, AT&T
shall be authorized to construct, operate, maintain, and use a personal wireless service facility located at the Site, as proposed in the Application and as conditioned by this Order and the Parties’ Settlement Agreement. No other relief except that provided according to the provisions of this Judgment and the Settlement Agreement entered into by the Parties is granted hereby. No costs and/or attorney’s fees are to be sought by or awarded to any party.

IT IS FURTHER ORDERED that the Court shall retain jurisdiction of this action after the entry of this Order and Judgment to the extent necessary to enforce compliance with it and the terms of the Settlement Agreement and to take any action necessary or appropriate for its interpretation, modification, or enforcement.

SIGNED this 1st day of April, 2020.

[Signature]
Rolando Olvera
United States District Judge

CONSENTED TO BY:
BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC
By: /s/ Kenneth E. McKay
Kenneth E. McKay
SBN: 13690835
1301 McKinney Street
Suite 3700
Houston, Texas 77010
(713) 650-9700
(713) 650-9701 – Facsimile
kmckay@bakerdonelson.com

Appearing Pro Hac Vice
Nathan Andrew (Andy) Rotenstreich
Alabama 1755E52N
1400 Wells Fargo Tower,
420 20th Street N
Birmingham, AL 35203
(205) 250-8304
arotenstreich@bakerdonelson.com
Attorneys for Plaintiff
GUERRA, LEEDS, SABO &
HERNANDEZ, P.L.L.C.
By: /s/ Heather Scott
Heather Scott
Attorney In Charge
State Bar No. 24046809
USDC Adm. No. 575294
Email: hscott@guerraleeds.com
Ysmael Fonseca
State Bar No. 24069726
USDC Adm. No. 1139283
Email: yfonseca@guerraleeds.com
Of Counsel
GUERRA, LEEDS, SABO
& HERNANDEZ, P.L.L.C.
1534 E. 6th Street, Suite 200
Brownsville, Texas 78520
Telephone: (956) 541-1846
Facsimile: (956) 541-1893
Attorneys for Defendants
EXPEDITED PROCESSING AGREEMENT

This Expedited Processing Agreement (the “Agreement”) is made and entered into between New Cingular Wireless PCS, LLC, an AT&T company (“AT&T”) and the City of Brownsville, Texas and the City Commission of Brownsville (collectively, the “City”). Collectively, AT&T and the City are referred to as the “Parties”.

RECITALS

WHEREAS, AT&T entered into a lease agreement for a proposed wireless telecommunications facility at the corner of Fish Hatchery Road and Expressway 77 in the city of Brownsville as described in the Application (the “Site”).

WHEREAS, on or about February 8, 2019, AT&T submitted to the City an application for a Specific Use Permit to allow for the construction and operation of a 150-foot tall wireless telecommunications facility (the “Proposed Facility”) at the Site (the “Application”).

WHEREAS, on or about May 1, 2019, the City’s Board of Adjustment voted to approve two variances from the City’s height and spacing requirements respectively.

WHEREAS, on or about May 2, 2019, the City’s Planning and Zoning Commission voted to recommend approval of the Application and to grant the Specific Use Permit.

WHEREAS, on May 7, 2019, the City held a City Commission meeting during which the City conducted a public hearing on AT&T’s Application.

WHEREAS, the City voted to deny AT&T’s Application.

WHEREAS, AT&T has alleged that the City failed to provide a timely, written decision supported by substantial evidence.

WHEREAS, AT&T, through the captioned proceeding, timely appealed the City’s denial of its Application under the federal Telecommunications Act of 1996, 47 U.S.C. § 332(c)(7) (the “Litigation”).

WHEREAS the City has entered into a separate Settlement Agreement with AT&T in the Litigation, and pursuant to that Settlement Agreement, the Court entered an Order and Judgment against the City on April 1, 2020.

WHEREAS while the City has agreed to issue a Specific Use Permit to AT&T pursuant to the Settlement Agreement and the Court’s Order and Judgment, AT&T will need additional permits and approvals from the City, including without limitation the Building Permit before it is able to construct the Proposed Facility (collectively, the “Additional Permits”).

WHEREAS pursuant to the Court’s Order and Judgment, the City has agreed to the expedited processing of the Additional Permits and AT&T will not be required to adhere with the
standard requirements of the City’s regular application, public posting, and public hearing requirements, if applicable for such Additional Permits.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, and for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The definitions set forth in the foregoing recitals are an integral part of this Agreement and are incorporated herein by reference.

2. **Effective Date.** The Effective Date of this Agreement shall be on the last date on which any of the Parties executes this Agreement.

3. **Reimbursement by AT&T.** After the City’s approval and issuance of the Additional Permits, AT&T shall reimburse the City up to $10,000.00 (evidenced by documentation delivered by the City to AT&T), within thirty (30) days of receipt of documentation for the administrative fees and costs associated with the expedited processing of the Additional Permits, to include but not limited to, reimbursement for fees for rush processing and attorney’s fees associated with said process, so that the Additional Permits can be issued to AT&T in an expeditious manner in order to comply with this Agreement, the Settlement Agreement and the Court’s Order and Judgment.

4. **Additional Permits.** The City shall provide AT&T with all necessary and required permits, approvals, and agreements needed to construct the Proposed Facility, including without limitation the Building Permit, without undue or unreasonable delay and in accordance with the following schedule: To the extent not already accomplished, AT&T will submit construction drawings for a building permit for the Proposed Facility (the “Building Permit Submittal”). Within seven (7) days after submission by AT&T of the Building Permit Submittal, the City Building Official shall review and evaluate the Building Permit Submittal in good faith and shall either issue the building permit for the Proposed Facility (the “Building Permit”) or shall specifically identify the changes necessary for the issuance of the Building Permit. If the City Building Official does not issue the Building Permit after the initial submission, within seven (7) days after AT&T responds to the City Building Official’s initial comments, the City Building Official shall review in good faith AT&T’s responsive submission and shall either issue the Building Permit or shall specifically identify the grounds for denying the Building Permit Submittal.

If, pursuant to this paragraph 4, the City Building Official does not issue the Building Permit, AT&T may pursue any and all remedies available to it in a court of competent jurisdiction, including those set forth in the Settlement Agreement and/or Order and Judgment.

5. **Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or contrary to any applicable law or policy, such term or provision shall be effective to the maximum extent permitted by law and the same shall not affect any other term or provision of this Agreement, which shall otherwise remain in full force and effect.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning approvals and permits associated with the Application other than the Specific
Use Permit at issue in the Litigation and supersedes and terminates any previous agreements or understandings between them in this regard.

7. **Choice of Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas, without giving effect to its conflict of laws provisions, and any litigation relating to this Agreement shall take place solely and exclusively within the State of Texas. The Parties agree to submit to the jurisdiction of the United States District Court for the Southern District of Texas for any such litigation.

8. **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which together shall comprise a single agreement.

9. **Authority to Execute.** The undersigned warrant that they are fully authorized to execute this agreement on behalf of their principals.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives and to be effective on the Effective Date.

NEW CINGULAR WIRELESS PCS, LLC

By: ____________________________  Date: __________________________

Its: ____________________________

THE CITY OF BROWNSVILLE, TEXAS

By: ____________________________  Date: __________________________

Its: ____________________________

THE CITY COMMISSION OF THE CITY OF BROWNSVILLE

By: ____________________________  Date: __________________________

Its: ____________________________
IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
BROWNSVILLE DIVISION

NEW CINGULAR WIRELESS PCS,
LLC

PLAINTIFF,

v. CIVIL ACTION NO.: 1:19-cv-00091

THE CITY OF BROWNSVILLE,
TEXAS and THE CITY COMMISSION
OF THE CITY OF BROWNSVILLE
Defendant.

SETTLEMENT AGREEMENT

Plaintiff New Cingular Wireless PCS, LLC, an AT&T company ("AT&T") and Defendants the City of Brownsville, Texas and the City Commission of the City of Brownsville (collectively, "Defendants" or the "City"), hereby agree as follows:

WHEREAS, AT&T entered into a lease agreement for a proposed wireless telecommunications facility at the corner of Fish Hatchery Road and Expressway 77 in the city of Brownsville as described in the Application (the "Site").

WHEREAS, on or about February 8, 2019, AT&T submitted to the City an application for a Specific Use Permit to allow for the construction and operation of a 150-foot tall wireless telecommunications facility (the "Proposed Facility") at the Site (the "Application").

WHEREAS, on or about May 1, 2019, the City’s Board of Adjustment voted to approve two variances from the City’s height and spacing requirements respectively.

WHEREAS, on or about May 2, 2019, the City’s Planning and Zoning Commission voted to recommend approval of the Application and to grant the Specific Use Permit.

WHEREAS, on May 7, 2019, the City held a City Commission meeting during which the City conducted a public hearing on AT&T’s Application.
WHEREAS, the City voted to deny AT&T’s Application.

WHEREAS, AT&T has alleged that the City failed to provide a timely, written decision supported by substantial evidence.

WHEREAS, AT&T, through the captioned proceeding, timely appealed the City’s denial of its Application under the federal Telecommunications Act of 1996, 47 U.S.C. § 332(c)(7) (the “Litigation”).

WHEREAS, the Court in the Litigation has subject matter jurisdiction over the dispute pursuant to 47 U.S.C. § 332(c)(7)(13) and 28 U.S.C. § 1331, the Court is authorized to issue declaratory relief pursuant to 28 U.S.C. §§ 2201-2202, and venue is proper.

WHEREAS, as a result of the discussions between the parties, AT&T and the City have come to an agreement whereby the City has agreed to approve, as the least intrusive means of closing AT&T’s significant gap in wireless service, a Specific Use Permit for AT&T to construct the Proposed Facility at the Site in the same location as proposed in the Application, as set forth in the Project Drawing Plans attached hereto as Exhibit A and incorporated herein.

WHEREAS, the parties now desire to settle the Litigation to permit the Court-ordered construction and operation of a wireless communications facility at the Site in Brownsville subject to and on the terms set forth herein.

WHEREAS, there is no just cause for delay and remand would serve no useful purpose.

NOW THEREFORE, the parties agree to undertake all necessary actions and fulfill all applicable requirements under federal, state, and local law on an expedited time frame including but not limited to the following:

1. At the duly noticed March 17, 2020 public meeting of the City Commission, the City Commission will (a) consider and approve the Settlement Agreement and the Order and
Judgment, which are attached hereto as Exhibits 1 and 2, and (b) authorize the City Manager to take all actions and execute all documents as may be reasonably necessary to carry out the terms of this Settlement Agreement and the Order and Judgment.

2. AT&T will then execute this Settlement Agreement and Order and Judgment.

3. AT&T will submit the Order and Judgment in the District Court in the Litigation within 10 days after execution of this Settlement Agreement by both parties.

4. Within 10 days of entry of the Order and Judgment by the Court, the City will issue final zoning approval in the form of the Specific Use Permit for the facility applied for and proposed in the Application. In addition, the City will cooperate to the extent necessary to provide any and all additional approvals for, or documents or information about, the Proposed Facility as may be required for the AT&T to obtain any and all necessary permits and approvals, including but not limited to a Building Permit for the Proposed Facility. AT&T reserves the right to invoke the Court’s continuing jurisdiction pursuant to the Order and Judgment, and proceed with the Litigation in the event that the City fails to provide such approvals, documents or information as may be required. Pursuant to the Court’s Order and Judgment, Defendants are ordered to grant AT&T’s Application and issue the Specific Use Permit expeditiously without the standard requirement of having AT&T adhere to the City’s regular application, public posting, and public hearing requirements.

5. The parties agree to support the terms of this Settlement Agreement and the Order and Judgment, and to take all actions and execute all documents as may be reasonably necessary to carry out the terms of this Settlement Agreement and the Order and Judgment.

6. Each party represents and warrants that this Settlement Agreement has been duly authorized by all necessary votes, actions, and other requirements of AT&T and the City and
constitutes a legal, valid and binding obligation in accordance with its terms, and that no consent or permission related to the obligations assumed by this Settlement Agreement is required under any covenant, agreement, or encumbrance or under any law or regulation of any governmental entity or jurisdiction.

7. The rights and obligations of the parties to this Settlement Agreement shall be construed and enforced in accordance with the Telecommunications Act and, subject thereto, in accordance with the laws of the State of Texas.

8. This Settlement Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.

9. AT&Ts and the City agree to cooperate and to act in good faith to achieve the terms of this Settlement Agreement.

10. The individuals executing this Settlement Agreement on behalf of the respective parties have express and lawful authority to do so, and it may be executed in counterparts.

11. The Effective Date of this Agreement shall be on the last date on which any of the Parties executes this Agreement.

PLAINTIFF NEW CINGULAR
WIRELESS PCS, LLC

By: __________________________

Date: _________________________
DEFENDANT THE CITY OF BROWNSVILLE, TEXAS

By: ________________________________

Date: ______________________________

DEFENDANT THE CITY COMMISSION OF THE CITY OF BROWNSVILLE

By: ________________________________

Date: ______________________________
EXHIBIT 1

TO SETTLEMENT AGREEMENT
EXHIBIT 2

TO SETTLEMENT AGREEMENT
ORDINANCE NUMBER 235-2019-011-S

AN ORDINANCE AMENDING THE “CITY ZONING ORDINANCE” BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING §2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City’s comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the “City Zoning Ordinance” by amending the Official Zoning Atlas so to allow a wireless communication facility, a General Retail (4C) use, in Light Industrial “J” (7CJ) for a 1.67 acre tract of land in Lot 1, R.A. Lieck Estate, Partition Share 22, Espiritu Santo Grant, Cameron County, Texas, located near the corner of Fish Hatchery Road and Expressway 77, Brownsville, Texas 78520, as shown in Exhibit “A”; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

Section 2. That the area rezoned by this amendment shall continue to be subject to all applicable regulations.

Section 3. That whenever one provision of this ordinance conflicts with another provision of this ordinance, the provision which governs shall be the one listed sooner on the following list: Section 3 of this ordinance, Section 2 of this ordinance, Section 1 of this ordinance.

Section 4. That all provisions of Section 348 of the City Zoning Ordinance are incorporated herein by reference and declared to be a part hereof, and that this ordinance shall become effective on the earliest date allowed by law.

Section 5. Specific Use shall be valid for one year from the passage of this ordinance. If no construction occurs within one year from the time of passage the specific use permit shall be null and void.


(SEAL)

BY:

Juan “Trey” Mendez III
Mayor

ATTEST:

Griselda Rosas
Interim City Secretary

"Approved as to Form and Legality
This 13th day of April, 2020
Title Office of the Brownsville City Attorney"
ORDINANCE NUMBER 235-2019-011-S

AN ORDINANCE AMENDING THE “CITY ZONING ORDINANCE” BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City’s comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the “City Zoning Ordinance” by amending the Official Zoning Atlas so to allow a wireless communication facility, a General Retail (4C) use, in Light Industrial “J” (7CJ) for a 1.67 acre tract of land in Lot 1, R.A. Lieck Estate, Partition Share 22, Espiritu Santo Grant, Cameron County, Texas, located near the corner of Fish Hatchery Road and Expressway 77, Brownsville, Texas 78520, as shown in Exhibit “A”; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

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(SEAL)

BY: ____________________________
Juan “Trey” Mendez III
Mayor

ATTEST: _________________________
Griselda Rosas
Interim City Secretary
A. Application Information

<table>
<thead>
<tr>
<th>Applicant/Property Owner:</th>
<th>Nurith Galonsky, Tally Galonsky, &amp; Jonathan Caplan</th>
</tr>
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<tr>
<td>Property ID:</td>
<td>76-4150-0010-0100-00</td>
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<tr>
<td>Case Number:</td>
<td>235-2019-011-S</td>
</tr>
<tr>
<td>Application Type:</td>
<td>Specific Use Permit</td>
</tr>
<tr>
<td>Proposed Use:</td>
<td>Wireless Communication Facility</td>
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<tr>
<td>Current Zoning District:</td>
<td>Light Industrial “J” (7CJ)</td>
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<td>Proposed Zoning District:</td>
<td></td>
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<td>Date Application Submitted:</td>
<td>February 15, 2019</td>
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<td>Planning &amp; Zoning Commission Meeting Date:</td>
<td>May 2, 2019</td>
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<td>April 28, 2020, May 5, 2020</td>
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<td>Annexation year:</td>
<td>1965-1984</td>
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<tr>
<td>Overlay in area:</td>
<td>N/A</td>
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<tr>
<td>Number of Public Notice Letters:</td>
<td>11</td>
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</table>

B. Application Type/Background

The applicant is requesting a Specific Use Permit to allow a wireless communication facility, a General Retail (4C) use, in Light Industrial “J” (7CJ).

C. Subject Property

The subject property is located on a 1.67 acre tract of land in Lot 1, R.A. Lieck Estate, Partition Share 22, Espiritu Santo Grant, Cameron County, Texas, located near the corner of Fish Hatchery Road and Expressway 77, Brownsville, Texas 78520. The property is fronting Expressway 77, a Highway. Single family dwelling is the predominant existing land use within the subject property’s immediate area. The subject property is located within Brownsville Public Utility Board’s (BPUB) water service area #2, which has several projects planned in 2020 including a new transmission main on FM 511 and improvements to 4 lift stations (LS 55, LS 86, LS 143, and LS 159) within a 4 mile radius of the subject property.

Existing land uses abutting the subject property are identified below and illustrated in Figure 2.

- North: Single Family Dwelling and Commercial Business
- East: Single Family Dwelling and Commercial Business
- South: Undeveloped Land, Single Family Dwelling, and Commercial Business
- West: Undeveloped Land and Single Family Dwelling

**Figure 1: Existing Zoning Map**

The following map illustrates existing zoning of the subject property and properties within the immediate area.

- North: Dwelling (D), Apartment (A), General Retail (4C), Medium Commercial (6C), and Light Industrial (7C)
- South: Dwelling (D), General Retail (4C), and Light Industrial (7C)
- East: Dwelling (D), General Retail (4C), and Light Industrial (7C)
- West: Dwelling (D), Apartment (A), and Light Retail (2C)
Figure 2: Existing Land Use Map

The following map illustrates existing land uses surrounding the subject property.
D. Future Land Plan Consistency

A review of the adopted City of Brownsville Comprehensive Plan and its Future Land Use Plan indicates that the subject property is located in the “Linkage Corridor”. According to this plan, the Linkage Corridor is primary commercial and institutional land uses. Residential uses should have a density of 6 dwellings per acre and should primarily be single family dwelling and attached townhouses. It is the opinion of staff that the request is consistent with the Comprehensive Plan and Future Land Use Plan.

**Figure 3: Future Land Use Map (Linkage Corridor)**

The following map illustrates the Future Land Use Map. The subject property lies within the “Linkage Corridor”.
E. Review Criteria

*Is the proposed amendment consistent with all applicable provisions of the Comprehensive Plan and Future Land Use Plan?*

It is the opinion of staff that the request is consistent with the goals, objectives, and policies of the Comprehensive Plan and Future Land Use Plan.

*Will the proposed district amendment be compatible with the character of the existing land uses in the adjacent and surrounding area and the peculiar suitability of the property for the proposed zoning use?*

The area surrounding the subject property is developed primarily of single family dwelling. It is the opinion of staff that the proposed zoning/use would generally be compatible.

*Will the proposed amendment result in significant or burdensome demands on existing public facilities?*

It is the opinion of staff that the proposed zoning/use would not create significant or burdensome demands on public facilities such as water, wastewater, or transportation.

*Will the proposed amendment result in logical, timely and orderly development patterns that preserve the value of existing development?*

It is the opinion of staff that the proposed zoning/use would generally complement existing development and would not have adverse impacts on the area.

F. Staff Recommendation

Based upon the analysis presented in this report and based on observations from the Planning and Development Services Department, staff recommends to allow a wireless communication facility, a General Retail (4C) use, in Light Industrial “J” (7CJ).
TO: Noel Bernal, City Manager  
FROM: Norma H. Zamora, Multimodal Transportation Director  
SUBJECT: FY 2020 Section 5307 Urbanized Area Funding Grant  
DATE: 4/16/2020  
THROUGH: Helen Ramirez, Deputy City Manager

AGENDA ITEM | COMMISSION MEETING DATE 05/05/20

<table>
<thead>
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<th>Executive Session (City Attorney Only)</th>
<th>Select</th>
<th>Agenda</th>
<th>Ordinance</th>
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<td>Time Needed:</td>
<td>Time Needed:</td>
<td>☑ Public Hearing</td>
<td>☐ First Reading</td>
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<tr>
<td>Action Item:</td>
<td></td>
<td>☑ Contract</td>
<td>☐ Second Reading</td>
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<tr>
<td></td>
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<td>☑ Grant</td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td>☐ Consent</td>
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**Information:** Please include additional information/request.

Public Hearing and ACTION to approve Resolution Number 2020-031, to authorize the filing of the FY 2020 Section 5307 Urbanized Area Formula Program grant apportionment in the amount of $2,686,492 with the Federal Transit Administration (FTA), an Operating Administration of the United States Department of Transportation, for Federal Transportation Assistance Authorized by 49 USC Chapter 53, Title 23, United States Code.

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<tr>
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<tbody>
<tr>
<td>City Attorney</td>
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<td>Comments:</td>
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<td>Finance Department</td>
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<td>Comments:</td>
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<table>
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<tr>
<th>City Commission</th>
<th>Assistant City Manager</th>
<th>Deputy City Manager</th>
</tr>
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<tbody>
<tr>
<td>Approved: Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
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City Manager’s Approval

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date:</th>
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</table>
To: Mayor and City Commission  
Through: Noel Bernal, City Manager  
From: Norma Zamora, Director – Multimodal Transportation  
Date: April 16, 2020  
Agenda #: Public Hearing and ACTION to approve Resolution Number 2020-031, to authorize the filing of the FY 2020 Section 5307 Urbanized Area Formula Program grant apportionment in the amount of $2,686,492 with the Federal Transit Administration (FTA), an Operating Administration of the United States Department of Transportation, for Federal Transportation Assistance Authorized by 49 USC Chapter 53, Title 23, United States Code.

Summary:
Brownsville-Metro (B-Metro), a division of the Multimodal Transportation Department, requests approval of the Federal Transit Administration (FTA) Urbanized Area Formula Program (Section 5307) grant proposal and authorizing Resolution Number 2020-031 on the City Commission Agenda for Tuesday, May 5, 2020, as a Public Hearing and Consent item. Each year the U.S. Department of Transportation, Federal Transit Administration (FTA) publishes apportionment notices based on the funding authorized under The Fixing America’s Surface Transportation Act (FAST) and the Consolidated Appropriations Act, 2019 (Pub. L. 115-141). FTA published the FY 2020 full apportionment notices in December 2019.

Project Scope and Analysis:
The Urbanized Area Formula Program (Section 5307) funds capital, planning, and operating assistance for public transportation. The federal share for planning and capital assistance projects may not exceed 80 percent of the net project cost; and, the federal share for operating assistance may not exceed 50 percent of the net operating cost, which is determined after deducting fares and other system-generated revenues. The City of Brownsville must provide the local share of the net project costs. The local match is through the City’s Public Transit Funds Fiscal Year 2020 budget.

The City of Brownsville is required to provide an opportunity for public to comment on the proposed program of projects for B-Metro. A public hearing notice that included the proposed program of projects published in the “Legal Notices” portion of the Classified Ads section of the
Funding:
The City has been receiving Section 5307 Program funds as subsidy for provision of B-Metro services. Table 1 contains the history of the federal apportionments received for the past three (3) years:

Table 1

<table>
<thead>
<tr>
<th>Year</th>
<th>Apportionment</th>
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<tbody>
<tr>
<td>2018</td>
<td>$2,587,883</td>
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<tr>
<td>2019</td>
<td>$2,650,830</td>
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<tr>
<td>2020</td>
<td>$2,686,492</td>
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Found below on Table 2, is the finalized and approved FY 2020 budget grant breakdown for the Section 5307 Program of Projects:

Table 2

<table>
<thead>
<tr>
<th>Project Description</th>
<th>FTA Allocation</th>
<th>Total Federal Apportion</th>
<th>Match</th>
<th>Total Local Share</th>
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<td>Operating Assistance:</td>
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<td>Operating Assistance</td>
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<td>50% 50%</td>
<td>$1,569,180</td>
<td>$3,138,360</td>
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<td>Capital Items:</td>
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<td>$1,329,814</td>
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<td>Software/Fixed Route Service</td>
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<td>$26,865</td>
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<td>Planning Assistance:</td>
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<td>Short Range Transit Planning</td>
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<td>Total Proposed Project Cost:</td>
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<td>$1,848,508</td>
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Recommendation:
The Multi-modal Transportation Department is recommending the City Commission authorize the City Manager, or his designee, to execute the electronic submission of the U.S. Department of Transportation, FTA's FY 2020 Section 5307 grant application for the Brownsville, Texas UZA with the accompanying authorizing Resolution Number 2020-031.

Attachments
Resolution 2020-031
FY 2020 Section 5307 Grant Application
Section 5307 FY 2020 Notice of Public Hearing
RESOLUTION NO. 2020-031

A RESOLUTION AUTHORIZING THE FILING OF FISCAL YEAR 2020 SECTION 5307(a)(2) URBANIZED AREA FORMULA PROGRAM GRANT APPLICATIONS IN THE AMOUNT OF $2,686,492 WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for transportation projects; and

WHEREAS, the City of Brownsville is the Designated Recipient as defined by 49 U.S.C. 5307(a)(2) to apply for Urbanized Area Formula Program Assistance.

WHEREAS, the grant for Federal financial assistance will impose certain obligations upon the City of Brownsville, and may require the City of Brownsville to provide the local share of the project costs; and

WHEREAS, the City of Brownsville has provided all annual certifications and assurances to the Federal Transit Administration required for the project.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Brownsville, Texas:

THAT the City Manager or his designee is authorized to execute and file applications and amendments on behalf of the City of Brownsville, Texas with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. United Stated Code or other Federal statutes authorizing projects administered by the Federal Transit Administration.

THAT the City Manager or his designee is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding Federal assistance grant or cooperative agreement.

THAT the City Manager or his designee is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Brownsville, Texas.

PASSED AND APPROVED on May 5, 2020.

__________________________  
Trey Mendez  
Mayor

ATTEST:

__________________________  
Griselda Rosas  
City Secretary

“Approved as to Form and Legality  
This 24th day of April, 2020  
Title: [Handwritten]  
Office of the Brownsville City Attorney”
AGENDA ITEM  COMMISSION MEETING DATE 05/05/20

Executive Session (City Attorney Only)  Select  Agenda  Ordinance
Time Needed:  Time Needed:  ✔ Public Hearing  ☐ First Reading
Action Item:  ✔ Contract  ✔ Grant  ☐ Second Reading
  ✔ Action  ☐ Consent

Information: Please include additional information/request.

Public Hearing and ACTION to approve Resolution Number 2020-032, to authorize the filing of the FY 2020 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities grant apportionment in the amount of $166,311 with the Federal Transit Administration (FTA), an Operation Administration of the United States Department of transportation for Federal Transportation Assistance authorized by 49 USC Chapter 53, Title 23, United States Code.

Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

City Attorney  Date Reviewed:  By:
Comments:

Finance Department  Date Reviewed:  By:
Comments:

City Commission  Assistant City Manager  Deputy City Manager
Approved: ☐ Yes  ☐ No  Approved: ☐ Yes  ☐ No  Approved: ✔ Yes  ☐ No
Date:  Initials:  Date:  Initials:  Helen Ramirez  Date: 4/22/2020

City Manager’s Approval
Signature:  Date:
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Norma Zamora, Director – Multimodal Transportation
Date: April 16, 2020
Agenda #: Public Hearing and ACTION to approve Resolution Number 2020-032, to authorize the filing of the FY 2020 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities grant apportionment in the amount of $166,311 with the Federal Transit Administration (FTA), an Operation Administration of the United States Department of transportation for Federal Transportation Assistance authorized by 49 USC Chapter 53, Title 23, United States Code.

Summary:
The City of Brownsville/Brownsville Metro is the designated recipient of Section 5310 Large Urban Program funds under the Enhanced Mobility of Seniors and Individuals with Disabilities. Each year the U.S. Department of Transportation, Federal Transit Administration (FTA) publishes apportionment notices based on the funding authorized under The Fixing America’s Surface Transportation Act (FAST) and the Consolidated Appropriations Act, 2019 (Pub. L. 115-141). FTA published the FY 2020 full apportionment notices in December 2019.

The Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310) supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities. These funds improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options. Section 5310 Program funds are an annual allocation of federal match.

Project Scope and Analysis:
B-Metro’s, a division of the Multi-modal Transportation department, role is to administer, manage, program the funds, and oversee the selection and implementation of the Program of Projects (POP). B-Metro solicited and outreached to sub-recipients to submit their grant proposals for this round of funding by publishing English and Spanish notices in the Brownsville Herald on Wednesday, April 1, 2020, and posting them on the city website. No interested party came forward and/or no applications were received. If no responses or applications are received, this action will cause the City of Brownsville – Brownsville Metro to self-certify for the FY 2020 Section 5310 program funds.
Funding:

The non-federal match of $41,578 is funded from the City of Brownsville’s general fund. This local match has been included in the City’s Public Transit Funds for FY 2020 budget.

Table 1 contains the history of the federal apportionments received for the past three (3) years.

<table>
<thead>
<tr>
<th>Year</th>
<th>Apportionment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$168,329</td>
</tr>
<tr>
<td>2019</td>
<td>$166,948</td>
</tr>
<tr>
<td>2020</td>
<td>$166,311</td>
</tr>
</tbody>
</table>

Since no applications were received, the City of Brownsville/Brownsville Metro self-certifies that they can successfully meet and exceed the requirements of the 5310 Grant Program consisting of the following Program of Projects (POP) breakdown in Table 2.

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Allocation</th>
<th>Total Federal Apportion</th>
<th>Match</th>
<th>Total Local Share</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software/Paratransit Scheduling</td>
<td>60%</td>
<td>$99,787</td>
<td>80% 20%</td>
<td>$24,947</td>
<td>$124,734</td>
</tr>
<tr>
<td>Hardware/Paratransit Tablets</td>
<td>5%</td>
<td>$8,316</td>
<td>80% 20%</td>
<td>$2,079</td>
<td>$10,395</td>
</tr>
<tr>
<td>Signal/Communication/Radios</td>
<td>15%</td>
<td>$24,947</td>
<td>80% 20%</td>
<td>$6,237</td>
<td>$31,184</td>
</tr>
<tr>
<td>Preventative Maintenance</td>
<td>20%</td>
<td>$33,261</td>
<td>80% 20%</td>
<td>$8,315</td>
<td>$41,576</td>
</tr>
<tr>
<td><strong>Total Proposed Project Cost:</strong></td>
<td><strong>100%</strong></td>
<td><strong>$166,311</strong></td>
<td><strong>80% 20%</strong></td>
<td><strong>$41,578</strong></td>
<td><strong>$207,889</strong></td>
</tr>
</tbody>
</table>

Recommendation:
The Multi-modal Transportation Department is recommending the City Commission authorize the City Manager, or his designee, to execute the electronic submission of the U.S. Department of Transportation, FTA’s FY 2020 Section 5310 grant application for the Brownsville, Texas UZA with the accompanying authorizing Resolution Number 2020-032.

Attachments
Resolution 2020-032
FY 2020 Section 5310 Grant Application
Section 5310 FY 2020 Notice of Public Hearing
RESOLUTION NO. 2020-032

A RESOLUTION AUTHORIZING THE FILING OF FISCAL YEAR 2020 SECTION 5310 ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES GRANT APPLICATIONS IN THE AMOUNT OF $166,311 WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for transportation projects; and

WHEREAS, the City of Brownsville is the Designated Recipient as defined by 49 U.S.C. 5310 to apply for Enhanced Mobility of Seniors & Individuals with Disabilities funds.

WHEREAS, the grant for Federal financial assistance will impose certain obligations upon the City of Brownsville, and may require the City of Brownsville to provide the local share of the project costs; and

WHEREAS, the City of Brownsville has provided all annual certifications and assurances to the Federal Transit Administration required for the project.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Brownsville, Texas:

THAT the City Manager or his designee is authorized to execute and file applications and amendments on behalf of the City of Brownsville, Texas with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. United Stated Code or other Federal statutes authorizing projects administered by the Federal Transit Administration.

THAT the City Manager or his designee is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding Federal assistance grant or cooperative agreement.

THAT the City Manager or his designee is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Brownsville, Texas.

PASSED AND APPROVED on May 5, 2020.

Trey Mendez
Mayor

ATTEST:

Griselda Rosas
City Secretary

"Approved as to Form and Legality
This 24th day of April 2020
Title
Office of the Brownsville City Attorney"
### Executive Session (City Attorney Only)

<table>
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<td>Consent</td>
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### Information: Please include additional information/request.

Consideration and Action on Agreement between City of Brownsville and Brownsville Community Improvement Corporation for EBridge Design Services

### Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

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<thead>
<tr>
<th>Department</th>
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<th>By:</th>
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<td>Finance Department</td>
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### City Commission

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### Deputy City Manager

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### City Manager's Approval

<table>
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<th>Signature:</th>
<th>Date:</th>
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Revised 3/2019
To: Mayor Mendez and City Commission

Through: Noel Bernal, City Manager

From: Felipe Romero, Communications & Marketing Director

Date: May 5, 2020

Agenda: Consideration and ACTION to award a contract to Roberto J. Ruiz Architect for EBridge Design Services, in the amount of $142,900. (City Manager’s Office)

Summary:

The City of Brownsville (COB) hired Roberto Ruiz a couple of years ago to perform architectural services for the Casa Nylon. COB has now signed an agreement with BCIC for the development of the EBridge Center. –

In order to streamline the design process, and leverage the previous work performed for this building, working with Roberto Ruiz Architects is the best option. BCIC is using the existing city contracts and therefore requires a reimbursement agreement.

Staff recommends approval of Agreement with BCIC and Contract with Roberto Ruiz.
AGREEMENT
BETWEEN THE CITY OF BROWNSVILLE AND
THE BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION

This Agreement ("Agreement") is made and entered into effective May 5, 2020 (the "Effective Date") by and between: (i) the CITY OF BROWNSVILLE, TEXAS an incorporated home-rule municipality of the State of Texas having its administrative offices at 1001 E. Elizabeth Street, Brownsville, Cameron County, Texas 78522 (the "City"); and (ii) BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION, a Texas nonprofit corporation, having a place of business at 500 East Saint Charles St., Brownsville, Cameron County, Texas 78520 ("BCIC").

WHEREAS, BCIC is a corporation established under the auspices of the City to enhance economic development and quality of life in the City, pursuant to the Development Corporation Act, which is codified in Subtitle C1 of Title 12 of the Texas Local Government Code, as amended from time to time.

WHEREAS, the City is interested in enhancing economic development and quality of life in the City of Brownsville, and has acted to provide certain sales tax revenues to fund the BCIC to fulfill such goals and endeavors.

WHEREAS, the City and BCIC have both determined that it is in their best interests for BCIC to develop and operate the eBridge Center for Business & Commercialization (the "Project").

WHEREAS, the City owns the building commonly referred to as “Casa de Nylon” located at 1304 E. Adams St., Brownsville, Texas (the “Building”) and has committed to providing BCIC with exclusive use of the Building for the Project;

WHEREAS, prior to the City committing the Building to the Project, the City retained Robert J. Ruiz, Architect, Inc., a Texas for-profit corporation (the “Architect”) to provide architectural and engineering services relating to the renovation of the building pursuant to that certain agreement (the “Contract”), a copy of which is attached hereto as Exhibit “A”;

WHEREAS, BCIC intends to renovate the Building for use in the Project;

WHEREAS, the City and BCIC intend for the Architect to provide architectural and engineering services for the Building with respect to the Project; and

WHEREAS, each party hereto is willing to enter into this Agreement, and is legally authorized to do so;
NOW, THEREFORE, for and in consideration of the recitals and the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all in accordance with the provisions hereinafter set forth, BCIC and the City agree as follows:

I. Contract

A. The City will amend its agreement with the Architect to (i) specify that the architectural and engineering services to be provided by the Architect with respect to the Building are for the Project, (ii) include a copy of all notices pursuant to the Contract to BCIC and to obtain the Architect’s agreement to BCIC’s role as set forth herein with respect to the Building.

B. The City and BCIC will mutually agree on the design parameters provided to the Architect for the Project. For the avoidance of doubt, the Architect is to provide all services typically provided by an architect through final completion of construction of the work and any applicable warranty period.

C. The City agrees to fulfill all of its obligations under the Contract and to enforce the Architect’s obligations under the Contract.

D. The City agrees that all decisions by the Owner (as defined in the Contract) are subject to BCIC’s consent, including without limitation with respect to creative decisions.

E. The City will not amend the Contract without BCIC’s prior written consent.

II. Compensation

A. BCIC agrees to reimburse the City for the architectural and engineering services provided for the Project pursuant to the Contract by the Architect in an amount not to exceed One Hundred Forty Thousand Dollars ($142,900).

B. The City will promptly provide copies to BCIC of the Architect’s invoices for payment in accordance with the Contract for provision of the required architectural and engineering services, along with proof of payment. Within thirty (30) days of BCIC’s receipt of such documentation, BCIC shall (i) reimburse the City for such payment or (ii) provide the City with written objections as to why such payment is not due.

C. The City is responsible for any and all amounts due to Architect pursuant to the Contract.
III. Term of Agreement

The term of this agreement commences on the Effective Date and ends upon completion of the project.

IV. Status of Parties

Both parties hereto shall not be construed to have the relationship of partners, joint ventures, principal-agent or employer-employee. The parties hereto are separate corporate entities who enter into this contract for their respective (and the public's) benefit. No employee of the City shall be construed or deemed an employee of the BCIC.

V. Termination

This Agreement may be terminated at any time by either party upon 30 day written notice, or as otherwise provided in this Agreement.

VI. Insurance; Indemnity

Both of the parties agree to accept the errors and omissions insurance coverage as provided through the general liability policy in effect for the City of Brownsville.

VII. No Assignment

This Agreement shall not be assigned in whole or in part by either party without the consent and approval of the other party, set forth in writing and signed by both parties. Any assignee will be bound by the terms of this Agreement.

VIII. Compliance with All Laws

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

IX. Notice

All notices to either party shall be sent by certified or registered mail, addressed to the pertinent party as set forth above, at its respective address as set forth above, or at such other address as may be otherwise designated by such party.
X. No Waiver

Any waiver by either party of any default under or breach of this Agreement shall not be construed to be a continuing waiver of such default or breach, nor as a waiver of or permission for (express or implied) any other or subsequent default or breach.

XI. Parties Bound

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective commissioners, directors, officers, agents, representatives, employees, administrators, successors and assigns, as appropriate.

XII. Entire Agreement: Amendment

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed, and supersedes any prior understandings, representations, memorandums or agreements regarding the service relationship that is the subject of this Agreement. Any oral representations or modifications 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 the same is in writing and duly executed by the parties hereto.

XIII. Breach of Obligation

This Agreement is entire as to all of the performances to be rendered under it. Breach of any obligation to be performed by either party shall constitute a breach of the entire agreement and shall give the other party the right to terminate this Agreement, in the event the allegedly breaching party fails to cure such breach within sixty days of notice of such breach from the non-breaching party.

XIV. 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). The obligations and undertakings of each of the parties to this Agreement shall be performable in Cameron County, Texas.

XV. Invalidity

If any term, provision, covenant or condition of this Agreement is held by a tribunal of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall not be
affected, impaired or invalidated. Moreover, 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, void or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, void or unenforceable clause or provision as may be possible which shall nevertheless be valid, legal and enforceable.

XVI.  
**Construction of Instrument**

Both of the parties hereto have been represented by or have had the opportunity to be represented by counsel in the negotiation and drafting of this Agreement, and accordingly, this Agreement shall not be construed in favor of either party.

XVII  
**Force Majeure**

In the event that either party shall be prevented from completing performance of their respective obligations hereunder by an act of God or any other occurrence whatsoever that is beyond the control of the parties hereto, then they shall be excused from any further performance of their obligations and undertakings hereunder, provided however, that in the event that any such performance is only interrupted or delayed, the affected party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

XVIII.  
**Alternate Dispute Resolution**

ONLY THE CITY, THROUGH ACTION OF THE CITY COMISSION, OR BCIC BOARD, THROUGH VOTE OF THE BCIC BOARD OF DIRECTORS, MAY SUBMIT ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR INVALIDITY THEREOF, TO NON BINDING MEDIATION BEFORE ANY MUTUALLY AGREED UPON ATTORNEY-MEDIATOR. NO PARTY SHALL HAVE THE RIGHT TO REQUIRE THAT THIS CASE BE SUBMITTED TO BINDING ARBITRATION.

XIX.  
**Authority**

BCIC certifies that it is authorized to enter into this Agreement, and that its Board of Directors has authorized the execution of such Agreement by its presiding officer, its Chair. The City certifies that it is authorized to enter into this Agreement, and that its City Commission has authorized the execution of such Agreement by its administrative officer, its City Manager.

[Signature page follows.]
EXECUTED in duplicate on this 5th day of May, 2020 at Brownsville, Cameron County, Texas.

CITY OF BROWNSVILLE

By: ____________________________
Name Trey Mendez
Title: Mayor

BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION

By: ____________________________
Name: Michael Limas
Title: Chairman

Approved as to Form and Legality:
Office of the Brownsville City Attorney

By: ____________________________
Name: Rene De Coss
Title: City Attorney
Agenda

Executive Session (City Attorney Only)

<table>
<thead>
<tr>
<th>Time Needed:</th>
<th>Action Item:</th>
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<tbody>
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</tbody>
</table>

Agenda

- Public Hearing
- Contract
- Grant
- Action
- Consent
- First Reading
- Second Reading

Information: Please include additional information/request.

Consideration and Action to Award Contract to Roberto J. Ruiz Architect for EBridge Design Services in the amount of $142,900

Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

<table>
<thead>
<tr>
<th>City Attorney</th>
<th>Date Reviewed:</th>
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<tbody>
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</table>

City Commission

- Approved: [ ] Yes [ ] No
- Date:

Assistant City Manager

- Approved: [ ] Yes [ ] No
- Initials: Date:

Deputy City Manager

- Approved: [ ] Yes [ ] No
- Initials: Date:

City Manager's Approval

- Signature: Date:

Revised 3/2019
To: Mayor Mendez and City Commission

Through: Noel Bernal, City Manager

From: Felipe Romero, Communications & Marketing Director

Date: May 5, 2020

Agenda: Consideration and ACTION to award a contract to Roberto J. Ruiz Architect for EBridge Design Services, in the amount of $142,900. (City Manager’s Office)

Summary:

The City of Brownsville (COB) hired Roberto Ruiz a couple of years ago to perform architectural services for the Casa Nylon. COB has now signed an agreement with BCIC for the development of the EBridge Center. –

In order to streamline the design process, and leverage the previous work performed for this building, working with Roberto Ruiz Architects is the best option. BCIC is using the existing city contracts and therefore requires a reimbursement agreement.

Staff recommends approval of Agreement with BCIC and Contract with Roberto Ruiz.
Date: April 28, 2020
To: Mr. Noel Bernal City Manager
From: Mr. Lupe Granado III, Finance Director
CC: Jose F. Perez, Assistant Director
Subject: Agenda Item for the City Commission meeting of May 5th, 2020

"Consideration and Action to Award Proposal to Roberto J. Ruiz Architect, Inc. for EBridge Design Service, under current Term Contract for Architectural Services", ASC-35-0616

RECAP

A Term Contract for Architectural Services was awarded by City Commission on August 2nd, 2016 to a total of Five (5) Architectural firms:

- Gomez Mendez Saenz, Inc., of Brownsville, TX.
- K + Architect, of Los Fresnos, TX.
- Gignac / Architects, of Corpus Christi, TX.
- Roberto J. Ruiz Architect, Inc., of Brownsville, TX.
- ERO Architects, of McAllen, TX.

Architectural services will be negotiated by the City and the Firm on a case by case basis.

The recommended firms will also serve in the capacity of consulting architectural services, based upon additional miscellaneous projects as scheduled by City Departments. Fees will follow agreed fee schedule.

This contract shall commence upon award by the City Commission and shall expire in August 2019. The City reserves the unilateral option to extend the life of the contract for one (1) period of two (2) years thereafter.

UPDATE

At the request from Ramiro Gonzalez, Director of Government & Community Affairs, a proposal 03/09/20 from Roberto J Ruiz Architect, Inc., for Architectural Service for the EBridge Restoration/Renovation Project was requested.

{Bookmark “A” Task Order Proposal from Roberto J Ruiz Architect, Inc.}

Procurement Summary

Staff would like to request authorization from City Commission to award proposal to Roberto J. Ruiz Architect, Inc. for the EBridge Design Services under current Term Contract for Architectural Service, for the total amount of One Hundred Forty-Two Thousand Nine Hundred Dollars and zero cents $142,900.00 as per the attached proposal.
03/09/20

Mr. Ramiro Gonzalez
Director of Government and Community Affairs
City of Brownsville
Brownsville TX 78520

Re: EBridge
  Restoration/Renovation of existing structure

Dear Mr. Gonzalez,

Thank you for the opportunity to offer our services on the above referenced project. This proposal is for architectural services for the restoration/renovation of the former "Casa de Nylon" retail store building located at the corner of E. 13th and E. Adams Streets to serve as the new EBridge facility.

My services will include:

- Production of Schematic Design for the project in order to establish a mutually agreed upon program and schedule for the work and selections of construction materials, quality levels and construction methods.
- Production of Design Development for the project in order to refine and finalize the design and scope of work of the project as established in the Schematic Design phase.
- Production of a full and final set of Construction Documents to include Drawings and Specifications that establish in detail the quality levels of materials and systems for the project and that incorporate and address inspection and evaluation findings
- Assistance with the competitive bidding and procurement process and the negotiation and execution of contract(s) and start up documentation with the selected contractor(s)
- Provision of Contract Observation during the course of construction from award of initial contract through final completion and post completion warranty periods. These services will include regular site visits and project meetings as well as review, coordination, and approval of all project documentation including submittals and applications for payment.
The budgeted project cost of construction is $2,200,000.00. 

The terms of my existing contract with the City of Brownsville dictate a fee of 7.5% of the project cost, resulting in a fixed fee of $165,000.00.

We will issue a credit of $25,000.00 towards this fee in consideration of preliminary work which we have already performed and for which we have already been compensated.

It is agreed that the project will be designed to meet the International Building Code and Texas Department of Insurance windstorm requirements for our area. Project review and state certifications will be provided through our office as a direct reimbursable expense of $1,800.00.

It is agreed that the project will be designed to meet the Texas Department of Licensing and Regulation accessibility code requirements. State registration and RAS review services will be provided through our office as a direct reimbursable expense of $1,100.00.

It is agreed that any environmental testing and/or abatement procedures, if required, will be provided by others through the City of Brownsville.

This results in an adjusted fee proposal for these architectural services of: $142,900.00

The fee will be structured as follows:

- Schematic Design: ............................................................. $ 28,000.00
- Design Development: ..................................................... $ 21,000.00
- Construction Documents: ............................................... $ 56,000.00
- Bidding & Negotiation: .................................................. $ 7,000.00
- Construction Observation: .............................................. $ 28,000.00
- TDI Windstorm Services: ................................................ $ 1,800.00
- TDLR Registered Accessibility Services: ........................... $ 1,100.00

Again, I really appreciate being given the opportunity to work with the city on this renovation.
project. If approved, please have both originals of this document signed and return one fully executed original to our office.

Sincerely,


Mr. Roberto J. Ruiz, President

Mr. Noel Bernal, City Manager
Consideration and ACTION regarding $150,000 from the Greater Brownsville Incentives Corporation (GBIC) in emergency assistance efforts provided to businesses in response to COVID-19.
TO: Noel Bernal, City Manager
FROM: Armando Gutierrez, P.E., Engineering & PW Director
SUBJECT: Resolution 2020-036
DATE: THROUGH: Helen Ramirez, Deputy City Manager

AGENDA ITEM	COMMISSION MEETING DATE 05/05/20

Executive Session (City Attorney Only)
Time Needed: 
Action Item: 

Select 

Agenda 
Time Needed: 
☐ Public Hearing 
☐ Contract 
☐ Grant 
☑ Action 
☐ Consent 

Ordinance 
☐ First Reading 
☐ Second Reading 

Information: Please include additional information/request.
Consideration and ACTION to approve Resolution Number 2020-036, authorizing the transfer of a 0.6213 Acre Tract of Land to Cameron County for public purposes.

Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

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City Manager’s Approval

Signature: Date:
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Armando Gutierrez, P.E. Engineering and Public Works Director
Date: April 24, 2020

Agenda: Consideration and ACTION to Approve Resolution No. 2020-036 authorizing the Transfer of a 0.6213 Acre Tract of land to Cameron County for Public Purposes

Summary

In order to provide efficient services to the residents of Brownsville and Cameron County in General, Cameron County has expressed interest in acquiring a 0.6213 acre tract of land owned by the City of Brownsville to build a Cameron County Service Center (tax office) and other related improvements. The proposed Service Center will provide residents with a conveniently located place with easy access to conduct public business. The property is located at the corner of Southmost Boulevard and Lima Street, consisting of the original Lima Street alignment (not in use), and the site of an elevated water tower no longer in existence.

If approved, the property will be transferred to Cameron County with the condition that it will be utilized for perpetual public purposes, and also, a 20’ utility easement will be retained on the north portion of the property to accommodate existing utilities.

As per the Title Company, Brownsville Independent School District might have some limited rights on the property to be transferred, therefore, in order to properly convey all rights, BISD will simultaneously execute the deed.

This land is not being used by the City of Brownsville and there are no plans to use the land.
TO: Noel Bernal, City Manager
FROM: Armando Gutierrez, P.E., Engineering & PW Director
SUBJECT: Resolution/Transfer of 0.6213 Acre Tract to Cameron County
DATE: 
THROUGH: Helen Ramirez, Deputy City Manager

AGENDA ITEM  COMMISSION MEETING DATE 05/05/20

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Information: Please include additional information/request.

In order to provide efficient services to the residents of Brownsville and Cameron County in general, Cameron County has expressed interest in acquiring a 0.6213 acre tract of land owned by the City of Brownsville to build a Cameron County Service Center (tax office) and related improvements. The property is located at the corner of Southmost Boulevard and Lima Street, consisting of the original Lima street alignment (not in use) and the site of an elevated water tower no longer in existence.

If approved, the property will be transferred to Cameron County with the condition that it will be utilized for perpetual public purposes. Also, a 20' utility easement will be retained on the north portion of the property to accommodate existing utilities.

Title Company has advised that Brownsville Independent School District might have some limited rights on the property to be transferred, therefore, in order to properly convey all rights, BISD will simultaneously execute the deed.

Attached please find exhibits and documents describing the area in question.

Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

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Revised 3/2019
RESOLUTION NO. 2020-036

Commissioner ________________________ introduced the following resolution and moved its adoption; the motion was duly seconded by

Commissioner ________________________ and carried by the following vote:

AYES:

NAYS:

The resolution thus adopted is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AUTHORIZING THE TRANSFER OF CITY OWNED PROPERTY CONSISTING OF A 0.6213 ACRE TRACT OF LAND TO CAMERON COUNTY FOR PUBLIC PURPOSES

WHEREAS, the City of Brownsville (City) and Cameron County (County) understand that the future of our shared community depends on the cooperation of both entities, including the commitment of providing efficient services to the residents of Brownsville, Texas and Cameron County in general; and

WHEREAS, Cameron County wishes to build an additional service center in Brownsville, Texas where residents of Cameron County can easily access and utilize to conduct public business;

WHEREAS, the City of Brownsville has the opportunity to transfer a 0.6213 acre tract of land to Cameron County for a perpetual public purpose, including the purpose of constructing and operating a Cameron County service center and other related improvements and services to the public; and

WHEREAS, this land is not being used by the City of Brownsville and there are no plans to use the land; and

WHEREAS, the proper use of this land will contribute positively to the residents of Brownsville, Texas and Cameron County in general; and

NOW, THEREFORE, WE, THE MEMBERS OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, by virtue of the authority vested by the Charter of said City, do hereby resolve as follows:
1. To transfer a 0.6213 acre tract of land out of Blocks 34 and 21, Acacia Lake Gardens to Cameron County for perpetual public purposes, including the purpose of constructing and operating a Cameron County service center and other related improvements and services to the public.

2. To authorize the City Manager or the City Manager’s designee to execute any and all contracts, deeds, and any other document pertaining to the transfer of real property consisting of a 0.6213 acre tract of land out of Blocks 34 and 21, Acacia Lake Gardens to Cameron County for the previously stated public purpose.

DONE THIS _______ day of __________________, 2020

CITY OF BROWNSVILLE

__________________________
TREY MENDEZ
Mayor

ATTEST

__________________________
Griselda Rosas
Interim City Secretary

Approved as to form and legality:

__________________________
Rene E. De Coss
City Attorney
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: April 15, 2020

Grantor: CITY OF BROWNSVILLE

Grantor's Mailing Address (including county):

1001 E. Elizabeth Street
Brownsville (Cameron County), Texas 78520

Grantor: BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address (including county):

1900 Price Road
Brownsville (Cameron County), Texas 78521

Grantee: COUNTY OF CAMERON

Grantee's Mailing Address (including County):

1100 E. Monroe Street
Brownsville (Cameron County), Texas 78520

Consideration: TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration.

Property (including any improvements):

0.6213 Acre out of Blocks 34 and 21, Acacia Lake Gardens (Cameron County Map Records Volume 6, Page 75) in the City of Brownsville, Cameron County, Texas, and said 0.6213 Acre comprised of 0.2628 Acre of abandoned 60.0 foot wide Lima Street right-of-way, 0.094 Acre being all of Lot 1, Block 1, Colonia Acacia SAVE and EXCEPT that portion of the existing Lima Street right-of-way that runs through Lot 1, Block 1, Colonia Acacia, 0.0477 Acre being that portion of an abandoned street right-of-way lying between the Northerly line of said abandoned Lima Street right-of-way, the circular West line of said Lot 1, Block 1, Colonia Acacia, and the Southerly right-of-way line of Southmost
Road, and all of a 0.22 Acre Tract in Block 34, Acacia Lake Gardens, as recorded in Cameron County Deed Records Volume 768, Page 319, and said 0.6213 Acre Tract being more particularly located and described by Metes and Bounds as set forth in the attached EXHIBIT A.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to any and all restrictions, covenants, conditions, easements, mineral and royalty reservations, zoning laws, leases, regulations and ordinances of municipal and other governmental authorities, if any, and only to the extent that same are still in effect, shown of record in CAMERON County, Texas; together with any and all visible and apparent easements, to include but not limited to, easements for roadways on or across the land.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

[SIGNATURES ON FOLLOWING PAGES]
SIGNATURE PAGE OF DEED CONVEYING 0.6213 ACRE FROM CITY OF BROWNSVILLE AND BROWNSVILLE INDEPENDENT SCHOOL DISTRICT TO CAMERON COUNTY.

CITY OF BROWNSVILLE

By: ____________________________
Name: __________________________
Title: __________________________

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on the ______ day of ____________, 2020, by __________________________, the _______________ of the CITY OF BROWNSVILLE.

___________________________
Notary Public, State of Texas
SIGNATURE PAGE OF DEED CONVEYING 0.6213 ACRE FROM CITY OF BROWNSVILLE AND BROWNSVILLE INDEPENDENT SCHOOL DISTRICT TO CAMERON COUNTY.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

By: ____________________________
Name: __________________________
Title: __________________________

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF CAMERON

This instrument was acknowledged before me on the ______ day of ____________, 2020, by ___________________________ , the ____________ of the BROWNSVILLE INDEPENDENT SCHOOL DISTRICT.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

CAMERON COUNTY

c/o Legal Division

1100 E. Monroe Street

Brownsville, Texas 78520

RGVA GF#2020-888088

PREPARED IN THE LAW OFFICE OF:

SANCHEZ, WHITTINGTON & WOOD, LLC

3505 Boca Chica Blvd., Suite 100

Brownsville, Texas 78521

(956) 546-3731 - Telephone

File No. 34690
Metes & Bounds Description

0.6213 Acre

0.6213 Acre out of Blocks 34 and 21, Acacia Lake Gardens (Cameron County Map Records Volume 6, Page 75) in the City of Brownsville, Cameron County, Texas and said 0.6213 Acre comprised of 0.2628 Acre of abandoned 60.0 foot wide Lima Street right-of-way, 0.094 Acre being all of Lot 1, Block 1, Colonia Acacia SAVE and EXCEPT that portion of the existing Lima Street right-of-way that runs through Lot 1, Block 1, Colonia Acacia, 0.0477/Acre being that portion of an abandoned street right-of-way lying between the Northerly line of said abandoned Lima Street right-of-way, the circular West line of said Lot 1, Block 1, Colonia Acacia, and the Southerly right-of-way line of Southmost Road, and all of a 0.22 Acre Tract in Block 34, Acacia Lake Gardens as recorded in Cameron County Deed Records Volume 768, Page 319, and said 0.6213 Acre Tract being more particularly located and described by Metes and Bounds as follows:

COMMENCING at a ½ inch iron rod set at the intersection of the Southerly right-of-way line of Southmost Road and the existing Westerly right-of-way line of Lima Street which lies North 66 deg. 10 Min, West, 75.0 feet from a ½ inch iron rod found at the Northwest Corner of Lot 2, Block 1, Colonia Acacia, for the Northeast Corner and PLACE OF BEGINNING of this tract;

THENCE, along the Southerly right-of-way line of said Southmost Road, North 66 deg. 10 min. West, 145.0 feet to a ½ inch iron rod set, for the Northwest Corner of this tract;

THENCE South 23 deg. 50 min. West, at 61.41 feet (62.0 feet deed) a ½ inch iron rod set on the Southerly right-of-way line of said abandoned original 60 foot wide Lima Street right-of-way, same being the Northernmost Corner of said 0.22 acre tract, a total distance of 170.0 feet to a ½ inch iron rod set at the Southwest Corner of said 0.22 acre tract, for the Southwest Corner of this tract;

THENCE along the Southerly line of said 0.22 acre tract, South 66 deg. 10 min East, 158.11 feet (160 feet Deed) to an "X" mark set on concrete, for a Corner of this tract;

THENCE along said abandoned original 60 foot wide Lima Streets’ Southerly right-of-way along a curve to the right having a radius of 686.2 feet, an arc distance of 2.57 feet to an "X" mark set on concrete, for the Southeast Corner of this tract;

THENCE along the Westerly right-of-way line of the existing Lima Street, North 23 deg. 50 min. East, 156.75 feet and North 21 deg. 10 min. West, 21.21 feet to the PLACE OF BEGINNING Containing 0.6213 Acre of land, more or less.

Enrique Corona Jr.
Registered Professional Land Surveyor
PUBLIC UTILITY EASEMENT

That CAMERON COUNTY, TEXAS, ("Landowners," whether one or more), for valuable consideration, the sufficiency of which is acknowledged, GRANTS to the Brownsville Public Utilities Board of the City of Brownsville, Texas ("BPUB"), an exclusive, perpetual easement in, over and through the following described property of Landowner:

BEING 20 FT. Brownsville PUB UTILITY EASEMENT out of Block 34, Acacia Lake gardens (Cameron County Map Records Volume 6, Page 75) in the City of Brownsville, Cameron County, Texas and said 0.0737 Acre Easement is comprised of a 0.0060 acre strip of abandoned 60.0 foot wide Lima Street right-of-way, and the Southerly 0.0677 Acre of a 0.22 Acre Tract in Block 34, Acacia Lake Gardens as recorded in Cameron County Deed Records Volume 768, Page 319, and more Particularly located and described in Exhibit "A" Metes and Bounds Description and Exhibit "B" Drawing attached hereto (the "Easement").

The Easement may be used for any purpose related to utilities including, but not limited to, constructing, reconstructing, re-aligning, inspecting, patrolling, maintaining, operating, altering, servicing, repairing, adding, removing and replacing electric, water and wastewater utility facilities and appurtenances together with:

i. The right of ingress and egress over the Easement;

ii. The right to relocate such electric, water and wastewater utility facilities within the Easement; and

iii. The right to remove from the Easement all trees, shrubs, or other obstructions.

Landowners shall have the right to construct parking areas and driveways over and across the easement and to use the Easement for any purposes that do not unreasonably interfere with BPUB's use of the Easement. Except for the parking areas and driveways, Landowners shall not construct nor permit any other party to construct any permanent structures or improvements over or across the Easement.

In the event that BPUB damages any parking area or driveway of Landowners over the Easement or any property of Landowners adjacent to the Easement, BPUB, at its cost and ex-
pense, promptly shall restore the parking area, driveway, or adjacent property of Landowner to substantially the same condition as prior to such damage.

Landowners WARRANT and FOREVER DEFEND the Easement and the rights granted to BPUB for the purposes set out above, against every person claiming any right in the Property by, through, or under Landowner but not otherwise.

This Utility Easement runs with the land described in EXHIBIT "A" and inures to the benefit of and is binding upon Landowners and BPUB and their respective successors and assigns.

EXECUTED this __________ day of ______________, 2020

"LANDOWNERS"
CAMERON COUNTY, TEXAS

BY: ____________________________
    Eddie Trevino, Jr. - Cameron County Judge

"BPUB"
BROWNSVILLE PUBLIC UTILITIES BOARD

BY: ____________________________
    John S. Brucik, P.E. General Manager & CEO

Mailing Address of Landowners:
1100 E. Monroe Street
Brownsville, Texas, 78520

Mailing address of BPUB:
Brownsville Public Utilities Board of the City of Brownsville, Texas
C/o Jesus Alfaro, R/W-NAC
Right-of-Way Agent
P. O. Box 3270
Brownsville, Texas 78520-3270
STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on this _____ day of ________, 2020 by Eddie Treviño, Jr. County Judge of the CAMERON COUNTY COMMISSIONERS’ COURT.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on this _____ day of ________, 2020 by John S. Bruciak, P.E., General Manager & CEO of BROWNSVILLE PUBLIC UTILITIES BOARD.

Notary Public, State of Texas

[SEAL]

After recording, please return to:
Brownsville Public Utilities Board of
the City of Brownsville, Texas
c/o Jesus Alfaro, R/W-NAC
Right-of-Way Agent
P. O. Box 3270
Brownsville, Texas 78520-3270
Metes & Bounds Description

20 Foot Brownsville PUB Utility Easement

Being 0.0737 Acre reserved as a 20 foot Brownsville PUB Utility Easement out of Block 34, Acacia Lake Gardens (Cameron County Map Records Volume 6, Page 75) in the City of Brownsville, Cameron County, Texas and said 0.0737 Acre Easement is comprised of a 0.0060 acre strip of abandoned 60.0 foot wide Lima Street right-of-way, and the Southerly 0.0677 Acre of a 0.22 Acre Tract in Block 34, Acacia Lake Gardens as recorded in Cameron County Deed Records Volume 768, Page 319, and said 0.0737 Acre Easement being more particularly located and described by Metes and Bounds as follows:

COMMENCING at a ½ inch iron rod set on the existing Westerly right-of-way line of Lima Street which lies North 66 deg. 10 Min West, 60.0 feet and South 23 deg. 50 min West, 150.0 feet from a ½ inch iron rod found at the Northwest Corner of Lot 2, Block 1, Colonia Acacia, for the Northeast Corner and PLACE OF BEGINNING of this Easement;

THENENCE along the Westerly right-of-way line of the existing Lima Street, South 23 deg. 50 min. West, 21.75 feet to an “X” mark set on the existing Lima Street right-of-way, for the Southeast Corner of this Easement;

THENENCE along said abandoned original 60 foot wide Lima Street’s Southerly right-of-way line along a curve to the left having a radius of 686.2 feet, an arc distance of 2.57 feet to an “X” mark set on concrete, for a Corner of this Easement;

THENENCE along the Southerly line of said 0.22 acre tract, North 66 deg. 10 min West, 158.11 feet (160 feet Deed) to a ½ inch iron rod set, for the Southwest Corner of this Easement;

THENENCE along the Westerly line of said 0.22 acre tract, same being the Easterly line of a 20.0 foot exclusive perpetual Utility Easement to Brownsville PUB as per Cameron County Official Records Volume 18085, Page 108, North 23 deg. 50 min East, 25.24 feet to a ½ inch iron rod set, for a corner of this Easement;

THENENCE South 14 deg. 39 min. 47 sec. East, 6.7 feet to a ½ inch iron rod set, for a corner of this Easement;

THENENCE parallel to the Southerly line of said 0.22 acre tract; South 66 deg. 10 min. East, 155.83 feet to the PLACE OF BEGINNING containing 0.0737 acre of land, more or less.

[Signature]
Enrique Corona Jr.
Registered Professional Land Surveyor
TO: Noel Bernal, City Manager  
FROM: BPUB - Eddy Hernandez, Director of Cust & Info Svcs  
SUBJECT: Suspending Enforcement of Select Sections of City Code  
DATE: 4/24/2020  
THROUGH: Lupe Granado, Director of Finance

AGENDA ITEM   COMMISSION MEETING DATE 05/05/20

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Information: Please include additional information/request.

Consideration and ACTION on Resolution Number 2020-037, temporarily suspending the enforcement of City Code, Sections 102-7, 102-76 and 102-77 for certain persons as requested by the Brownsville Public Utilities Board and authorizing actions necessary or convenient to carry out this resolution.

Attachments include the City of Brownsville Resolution and the Brownsville Public Utilities Board Resolution.

Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

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Revised 3/2019
April 24, 2020

Noel Bernal
City Manager
City of Brownsville
P.O. Box 911
Brownsville, Texas 78520

RE: Request for Item Placement on City Commission Meeting Agenda for May 5, 2020

Dear Mr. Bernal:

On behalf of the Brownsville Public Utilities Board, I request that the draft resolution attached to this memorandum be placed on the agenda for the next meeting of the city commission and approved by the city commission with your support.

The BPUB board adopted a resolution at its most recent meeting authorizing the temporary suspension of late charges on delinquent payments and service disconnections due to delinquent utility accounts and take other actions in response to the COVID-19 pandemic. The BPUB resolution is attached to and incorporated into the draft resolution. The Public Utility Commission has required these actions of investor-owned utilities and has encouraged municipally-owned utilities to do the same.

Three city code provisions require late payment charges on delinquent utility bills, authorizes BPUB to disconnect service for delinquent utility accounts, and prohibits service to persons who owe money to the City of Brownsville. These provisions are cited in the attached resolution. BPUB requests the City Commission to suspend the enforcement of these provisions. The attached resolution accomplishes this request.

I am available to answer any questions that you, the Mayor, or the City Commission may have regarding this request and the attached resolution.

Respectfully,

John S. Bruciak, PE
General Manager & CEO

Attachments (as stated)
RESOLUTION NO. 2020-037

A RESOLUTION OF THE CITY OF BROWNSVILLE, TEXAS
TEMPORARILY SUSPENDING THE ENFORCEMENT OF CITY
CODE, SECTIONS 102-7, 102-76, AND 102-77 FOR CERTAIN
PERSONS AS REQUESTED BY THE BROWNSVILLE PUBLIC
UTILITIES BOARD AND AUTHORIZING ACTIONS NECESSARY
OR CONVENIENT TO CARRY OUT THIS RESOLUTION.

WHEREAS, federal, state, and local authorities, including the City of
Brownsville, have adopted disaster declarations to address issues created by the
COVID-19 pandemic;

WHEREAS, the requirements for social distancing and the closing of certain
businesses have affected everyone, but especially those citizens who have lost
employment and significant portions of their income;

WHEREAS, to address one of the many issues, the Texas Public Utility
Commission recommended that municipally-owned utilities, such as the Brownsville
Public Utilities Board, temporarily waive late payment charges and service
disconnections and the Brownsville Public Utilities Board has implemented this
recommendation by adopting the resolution attached as Exhibit A.

WHEREAS, Brownsville City Code, section 102-7 prohibits utility service to
persons who owe money to the City of Brownsville, section 102-76 imposes late
payment charges on delinquent utility bills, and section 102-77, relating to
disconnection of utility service for unpaid utility bills; and

WHEREAS, the City Commission of the City of Brownsville agrees with the
Public Utility Commission and the Brownsville Public Utilities Board that it is fair, just,
necessary, and reasonable to temporarily waive the enforcement of sections 102-7,
102-76, and 102-77 as those sections may pertain to certain persons who have lost
employment and a substantial portion of their income as a result of the pandemic as
may be determined by the Brownsville Public Utilities Board.

NOW, THEREFORE, BE IT RESOLVED by the City of Brownsville, Texas,
acting by and through its City Commission, that, consistent with the attached
resolution adopted by the Brownsville Public Utilities Board, that the enforcement of
City Code, sections 102-7, 102-76, and 102-77 be temporarily suspended while
disaster declarations by the City of Brownsville are in effect.

BE IT FURTHER RESOLVED, that officials and employees of the City of
Brownsville and the Brownsville Public Utilities Board are authorized, empowered,
and directed to take any actions necessary or desirable, to effectuate this resolution
and the attached resolution adopted by the Brownsville Public Utilities Board.
Adopted by the City Commission of the City of Brownsville, Texas, on the ___ day of __________, 2020.

_________________________________
Juan “Trey” Mendez, III
Mayor

Attest:

_______________________________________
Griselda Rosas,
Interim City Secretary

Approved as to form and legality:

_____________________________________
Rene E. DeCoss,
City Attorney
RESOLUTION 2020-0413 (IC-7)

RESOLUTION OF THE PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS, SUSPENDING THE APPLICABILITY OF LATE PAYMENT PENALTIES AND DISCONNECTION OF SERVICE UNDER BROWNSVILLE CITY CODE, SECTIONS 102-76 AND 102-7, BECAUSE OF THE STATE OF DISASTER DUE TO PUBLIC HEALTH EMERGENCY CAUSED BY COVID-19; AND SETTING AN EFFECTIVE DATE.

WHEREAS, on March 13, 2020, in response to the growing threat of the coronavirus disease (COVID-19), Governor Greg Abbott issued a Declaration of State of Disaster for all counties in Texas; and

WHEREAS, in response to the Governor's order and due to the public emergency and imperative public necessity, the Public Utility Commission of Texas (the “PUCT”) has adopted, and may continue to adopt, orders in Project No. 50664 which may impose certain requirements and prohibitions on utilities subject to regulation by the PUCT, including the Public Utilities Board of the City of Brownsville, Texas; and

WHEREAS, some of the PUCT’s requirements and prohibitions are effective immediately and, in an effort to act expeditiously, BPUB staff has implemented certain elements of those orders prior to the BPUB board of directors and the Brownsville City Commission having an opportunity to take formal action; and

WHEREAS, although some of the PUCT’s requirements and prohibitions may not apply to municipally-owned utilities under the law, the BPUB board of directors and the Brownsville City Commission find that such requirements and prohibitions are reasonable, proper, and justified for BPUB to implement under the current state of disaster;

NOW THEREFORE BE IT RESOLVED BY THE PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS:

Section 1. The General Manager/CEO or designee is authorized to implement directives described in PUCT orders issued under Project No. 50664 for so long as those orders remain in effect.

Section 2. In accordance with the PUCT’s order issued March 26, 2020, beginning on April 1, 2020 and continuing through June 30, 2020 or so long thereafter as the PUCT’s orders may be in effect or until further order of the Public Utilities Board, the General Manager/CEO is specifically authorized to suspend the collection of late payment penalty fees and the disconnection of service for nonpayment, otherwise required under the Brownsville City Code, sections 102-76 and 102-7, respectively.

Section 3. The General Manager/CEO is authorized to continue to offer all residential customers deferred payment plans and to offer deferred payment plans to commercial customers in accordance with an order of the PUCT issued on March 26, 2020.

Prepared by: Lilia E. Hernandez
Section 4. The General Manager/CEO is authorized to record as a regulatory asset all expenses incurred resulting from the effects of COVID-19 as described in an order issued by the PUCT on March 26, 2020, or make such other or additional accounting and financial entries as may be appropriate for municipally-owned utilities.

Section 5. The General Manager/CEO is authorized to request approval and ratification from the Brownsville City Commission for any actions promulgated by orders of the PUCT in Project No. 50664 or related PUCT projects.

Section 6. This Resolution is effective upon passage and ratifies any action taken by the General Manager/CEO taken in response to orders issued in PUCT Project No. 50664.

PASSED and APPROVED this 13th day of April 2020.

Anna E. Oquin, Chair

ATTEST:

Sandra Lopez-Langley, Secretary/Treasurer
**TO:** Noel Bernal, City Manager  
**FROM:** Rick Vasquez-Planning & Redevelopment Director  
**SUBJECT:** Resolution Number 2020-040  
**DATE:** 4/30/2020  
**THROUGH:** Helen Ramirez, Deputy City Manager

**AGENDA ITEM**  
**COMMISSION MEETING DATE: 05/05/20**

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**Information:** Please include additional information/request.

Consideration and ACTION to approve Resolution Number 2020-040, to support Community Development Corporation’s grant application to the Federal Home Loan Bank Board of Dallas’ Affordable Housing Grant Program.

**Reviewing Departments:** Please review and forward to the next reviewing department in a timely manner.

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**City Manager’s Approval**

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To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Rick Vasquez, Planning & Redevelopment Department Director
Date: May 5, 2020
RE: Consideration and ACTION on Resolution Number 2020-040, supporting the Come Dream Come Build’s application to the Federal Reserve Bank of Dallas’ Affordable Housing Grant Program.

Purpose
A Resolution supporting the Come Dream Come Build’s (CDCB) application to the Federal Home Loan Bank of Dallas’ (FHLB) Affordable Housing Program (AHP) competitive grant program.

Background
The CDCB acquired the Samano building located at 1154 E. Elizabeth Street with a plan to redevelop the site into a mixed-use affordable rental housing project.

Action
The deadline for CDCB to submit a resolution of support from the local governing body is May 14, 2020. The grant application enters CDCB into a grant competition for a potential award up to $400,000.
RESOLUTION 2020-040

A RESOLUTION BY THE CITY OF BROWNSVILLE, TEXAS SUPPORTING THE COMMUNITY DEVELOPMENT CORPORATION’S APPLICATION TO THE FEDERAL RESERVE BANK OF DALLAS’ AFFORDABLE HOUSING GRANT PROGRAM.

WHEREAS, The Community Development Corporation of Brownsville dba cdcb - come dream. come build., has proposed a development for affordable rental housing at 1158 East Elizabeth Street named SAMANO in Brownsville, Texas, Cameron County, Texas; and

WHEREAS, The Community Development Corporation of Brownsville has advised that it intends to submit an application to the Federal Home Loan Bank of Dallas for 2020 Affordable Housing Program (AHP) for SAMANO.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BROWNSVILLE:

That the City of Brownsville, acting through its governing body, hereby confirms that it supports the proposed SAMANO project located in Brownsville, Cameron County, Texas, and that this formal action has been taken to put on record the opinion expressed by the City of Brownsville on May 5, 2020; and

That the City of Brownsville hereby confirms that its Governing Body has voted specifically to authorize the Development to move forward; and

That the Community Development Corporation of Brownsville, for and on behalf of the City of Brownsville, is hereby authorized, empowered, and directed to certify this resolution to the Federal Home Loan Bank of Dallas.

APPROVED ON THIS 5th DAY OF MAY 2020.

Trey Mendez
Mayor of the City of Brownsville

Attest:

Griselda Rosas
Interim City Secretary

[Stamp: Approved as to Form and Legality
This 30th day of April 2020
Title City Attorney
Office of the Brownsville City Attorney]
TO: Noel Bernal, City Manager
FROM: 
SUBJECT: Fourth Amended Declaration
DATE: 5/1/2020
THROUGH: 

AGENDA ITEM COMMISSION MEETING DATE 05/05/20

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Information: Please include additional information/request.

Consideration and ACTION to approve Fourth Amended Declaration of Local State Disaster for Public Health Emergency.

Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

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City Manager’s Approval

Signature: Date:
To: Mayor Mendez and City Commission

Through: Noel Bernal, City Manager

From: Helen Ramirez, Deputy City Manager

Date: May 5, 2020

Agenda: Consideration and ACTION to approve Fourth Amended Declaration of Local State Disaster for Public Health Emergency (City Manager's Office).

Summary:

As a result of the confirmed cases of 2019 Novel Coronavirus (COVID-19), the US Secretary of Health and Human Services declared a public health emergency that has existed since January 27, 2020, nationwide; and the Governor of the State of Texas on March 13, 2020 first declared a State of Disaster in Texas due to COVID-19. A local state of emergency was declared by the City of Brownsville on March 17, 2020, and has been consistently extended since then. On April 27, 2020 Governor Abbott expanded the reopening of businesses and services in Texas by issuing Executive Order GA-18 to replace Executive Order GA-16. The City of Brownsville is working towards issuing a Fourth Amended Declaration on Local State Disaster for Public Health Emergency to be considered at the May 5, 2020 City Commission Meeting.
AGENDA ITEM  

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INFORMATION: Please include additional information/request.

Consideration and ACTION to award Change Order #8 to SpawGlass Contractors, Inc., for the Terminal Project at Brownsville South Padre Island International Airport in the amount $230,886.45. (Airport Department)

REVIEWING DEPARTMENTS: Please review and forward to the next reviewing department in a timely manner.

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Revised 3/2019
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Shawn Schroeder, AAE, Assistant Director of Aviation
Date: May 5, 2020
Agenda: Consideration and ACTION to award Change Order #8 to SpawGlass Contractors, Inc., for the Terminal Project at Brownsville South Padre Island International Airport in the amount $230,886.45. (Airport Department)

Summary:
The airport added the following items to the terminal project as a field change.

1. Install a back curb and gutter on the east side of the parking lot. Cost not to exceed $4,271.44
2. Install higher rated circuit breaker in the terminal chillers. Cost did not exceed $9,446.91.
3. Install waste pipe under floor for airline office spaces. Cost not to exceed $3,615.54
4. Install additional cleanout for grease line. Cost not to exceed $3,223.73.
5. Encase pipeline as requested by Brownsville PUB. Cost not to exceed $4,486.12
6. Revise wiring for power to lavatory faucets as requested by manufacture. Cost not to exceed $1,894.72
7. Installation of irrigation for landscape. Cost not to exceed $225,608.69
8. Revise joist size for terminal. Cost not to exceed $1,077.21
9. Install Additional Angle Bracing. Cost not to exceed $6,731.99
10. Credit for change out of glass railing. Credit of ($30,622.00)
11. Install additional Bomanite Flooring on Second Floor. Cost not to exceed $4,652.10
12. Credit for Bomanite Mockup. Credit of ($3,500.00)
13. Additional design for breakout of apron pavement. Cost not to exceed $32,300.00

Background:

1. Install a back curb and gutter on the west side of the parking lot. The existing plan contained an additive alternate for a parking lot extension to the west of the new lot. That additive alternate was not awarded thus leaving the west edge of the parking lot without a stop structure on the west side. Without a structure, the lot would have had a drop off between the asphalt lot and the green space. By adding the curb, it will decrease erosion and possible asphalt deterioration along the back edge of the parking lot.

2. This item was added as a field change to the chillers. NEC Article 110.24 requires that any equipment that requires maintenance must be rated to withstand the available short circuit current available at the equipment. After the contractor’s electrical equipment vendor performed the fault current calculations, it was discovered the chillers were not rated at or above the calculated short circuit current available at the chillers. This prompted the need to change the incoming circuit breaker on the chiller to a higher fault current withstand rating and change the nameplate information accordingly.

3. This item was a field change for the office areas for American and United Airlines. Both airlines requested to have a break area in their office spaces with running water and sink. This required installation of drain/waste pipe for the sinks. This needed to be installed prior to pouring of the floor slab. The new lines were able to be tied into the building sanitary lines without removal of the new floor slabs.

4. This item was a field change to the grease/waste line for the terminal. It involved installing additional cleanouts along the waste lines to improve maintenance. This will allow building maintenance to flush the lines more efficiently.

5. This item was a field change at the request of Brownsville PUB. The request was to encase electrical conduit to separate the line from a crossing storm sewer line. This encasement should prevent any damage to the electrical line should the storm sewer fail.

6. This was a field change based on a recommendation of the manufacture. Additional electrical GFCI receptacles were added to feed the automatic faucets in the lavatories and separated from the automatic soap dispensers per the manufactures recommendation.

7. The landscaping package was not awarded as part of the original contract for the terminal construction. Currently the landscape for the terminal is being evaluated however, as the site work is progressing it is beneficial for the airport to install the underground piping for the future landscape irrigation system. This change would install the irrigation system underground for the entire terminal site prior to the completion of the parking areas and terminal roadways thus reducing the need to damage new roadway and parking lot pavement and increasing the cost of the project.

8. This is a change to the steel joist framing at one location for the terminal building. This change involved making a slight increase in the steel joist to provide a more secure fit and finish for the steel framing in the terminal building.
9. This item was a field change to the roof area in the CBP portion of the terminal building. This change required the installation of additional steel angle bracing under the roof section of the CBP area to stiffen the section for the anticipated roof loads.

10. The deduction for the glass railing is to provide for a more maintainable staircase from the ticket level to the checkpoint. The elimination of the glass rail and replacement with a stainless-steel rail will make maintenance of the hand and guard rails easier between the glass balustrade and the adjacent escalator glass balustrade.

11. Currently there is a section of areas on the second level of the terminal above the CBP areas where the floor area is exposed concrete. This area is visible for passengers that will be departing the airport as they traverse to the security checkpoint. This change would add the Bomanite floor finish making the area uniform with the rest of the terminal flooring.

12. Due to the COVID-19 restrictions on travel, the Bomanite manufacture is offering a credit to prepare the floor sample offsite. The sample would be inspected by the terminal architect for approval and shipped the airport. The manufacturer is offering the credit based on the cost of travel of personnel from Dallas to Brownsville, Texas. This would also expedite the approval process of the flooring.

13. New passenger boarding bridges are due to be installed on the new terminal. In order to have a complete installation, a portion of the apron pavement needs to be constructed to place the bridges on. The apron construction was not awarded as part of the original terminal award. The change had the design team prepare plan sheets and specification to construct a portion of the apron adjacent to the terminal so that the passenger boarding bridges could be installed without delay to the terminal construction. The design team used local and TxDOT specifications in order to reduce the construction cost and expedite construction.

Financial:

Total cost for the above changes $230,886.45. The additional cost will be funded through future Bonds. The landscaping package was originally removed from the original award at a cost of $955,522.94. For this change order, we separated the landscaping and the irrigation work. By including the irrigation, this will allow us more flexibility when we inject the landscaping package, as well as easier and less costly if included after the project is completed. This will increase the contract award by $230,886.45.

Approval:

Airport is recommending approval of Change Order #8 in the amount of $230,886.45
TO: Noel Bernal, City Manager  
FROM: Shawn Schroeder, AAE, Assistant Director of Aviation  
SUBJECT: Terminal Project - Change Order #8  
DATE: 4/28/2020  
THROUGH:

MEMO

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INFORMATION: Please include additional information/request.

Noel,

Brownsville South Padre Island International Airport is requesting approval of a variety of items for the Terminal Project in Change Order #8 in the amount of $230,886.45. These items have been reviewed and approved by the Project Manager.

Shawn

REVIEWING DEPARTMENTS: Please review and forward to the next reviewing department in a timely manner.

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Change Order

PROJECT: (Name and address)
NEW AIRPORT PASSENGER TERMINAL PHASE 2
700 AMELIA EARHART DRIVE
BROWNSVILLE, TEXAS 78521

ARCHITECT: (Name and address)
CH2M/JACOBS
777 MAIN STREET, SUITE 2600
FORT WORTH, TEXAS 76102

OWNER: (Name and address)
CITY OF BROWNSVILLE
1001 E. ELIZABETH STREET
BROWNSVILLE, TEXAS 78520

CONTRACT INFORMATION:
Contract For: General Construction
Date: 10/31/2018

CONTRACTOR: (Name and address)
SPAWGLASS CONTRACTORS, INC.
4909 E. GRIMES, SUITE 116
HARLINGEN, TEXAS 78550

CHANGE ORDER INFORMATION:
Change Order Number: 008
Date: 4/14/2020

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

SGP-0055 Chiller Cost Increase $9,446.91
SGP-0056 West Parking Lot Termination $4,271.44
SGP-0059 Waste Pipe $3,615.54
SGP-0041 Additional Cleanout for grease lines $3,223.73
SGP-0043 Requested pipe encasement by BPUB $4,486.12
SGP-0044 Power Changes for faucets per manufacture $1,894.72
SGP-0057 Irrigation for Landscaping $225,608.69
SGP-0058 Change Joint Size $1,077.21
SGP-0051 Additional Angle Bracing $6,731.99
SGP-0054 Glass Rail Credit ($30,622.00)
SGP-0069 Bomanite 2nd floor $4,652.10
SGP-0074 Bomanite Mock-up Relocation ($3,500.00)

TOTAL $230,886.45

The original Contract Sum was $44,027,298.73
The net change by previously authorized Change Orders $5,412,210.58
The Contract Sum prior to this Change Order was $49,439,509.31
The Contract Sum will be increased by this Change Order in the amount of $230,886.45
The new Contract Sum including this Change Order will be $49,670,395.76

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 670 Days from Notice To Proceed

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Anthony J. Wanat
PRINTED NAME AND TITLE
4/20/20
DATE

Eric E. Kennedy
PRINTED NAME AND TITLE
4/16/20
DATE
# Executive Session (City Attorney Only)

<table>
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## Agenda

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## Information

Please include additional information/request.

Consideration and Action to Award a Term Contract for Marketing and Consulting Services to CSpence Group

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## Reviewing Departments:

Please review and forward to the next reviewing department in a timely manner.

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<tr>
<th>Department</th>
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## City Commission

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## Deputy City Manager

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## City Manager’s Approval

<table>
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Revised 3/2019
To: Mayor Mendez and City Commission

Through: Noel Bernal, City Manager

From: Felipe Romero, Communications & Marketing Director

Date: May 5, 2020

Agenda: City of Brownsville Term Contract Agreement for Marketing and Consulting Services #MCS-60-0919

Summary:

Consideration and Action to Award a Term Contract for Marketing and Consulting Services for targeted projects involving marketing campaigns for the Brownsville Convention & Visitors Bureau & the City of Brownsville as needed over the next one (1) year with the option to renew for additional two (2) one-year periods with CSpence Group based in San Francisco, California. The CSpence Group may also serve in the capacity of marketing and consulting services at the request of the City of Brownsville's Communications and Marketing Department for miscellaneous projects to promote Brownsville based on contract fee structure. Contract #MCS-60-0919

Attached you will find a Procurement Analysis from the Finance Department- Procurement Services outlining the steps taken. The procurement process included two (2) panel interviews by different departments on October 1st and December 19th. The first interview conducted on October 1st was evaluated by an initial panel that analyzed all qualifying firms. The representatives consisted of four (4) individuals representing various departments including: Planning & Redevelopment, City Manager’s Office, and The Communications & Marketing Department. On December 19th, the panel conducted a follow up interview to discuss the proposal with the highest ranking agency. This panel consisted of representatives who are subject matter experts in the city’s marketing needs and current efforts. These representatives consisted of individuals from Brownsville Community Improvement Corporation (BCIC), Parks and Recreation, City Manager’s Office, Finance and the Communications & Marketing Director.

Currently, the Communications & Marketing Director and staff are involved with over twenty-three (23) projects that are crucial to the city in support of various departments, in addition to reoccurring operational assignments including but not limited to: COVID-19, Census 2020, Public Works improvements, Taco Fest, Wellness Program, and The Planning and Development series. The addition of the marketing firm, also adds specific skill sets and expertise to get increased exposure for The City of Brownsville at the national level.
Date: April 28, 2020  
To: Mr. Noel Bernal, City Manager  
From: Mr. Lupe Granado III, Finance Director  
Subject: Agenda Item for the City Commission meeting of May 5th, 2020

"Consideration and Action to Award a Term Contract for Marketing and Consulting Services for targeted projects involving marketing campaigns for the City of Brownsville with CSpence Group based in San Francisco, California”. Contract # MCS-60-0919

At the request of Felipe Romero, Director of Communications and Marketing, CVB Department, the Procurement Services Division solicited formal sealed Request for Proposals for the aforementioned project.

Project milestones were accomplished as follows:

1. The legal advertisement appeared in The Brownsville Herald two times on August 18 and August 25, 2019 and posted on the Purchasing and BidNet Direct websites. There were Two (2) addendums issued during the solicitation process to answer questions from firms and extend the due date.

2. A pre-proposal meeting was conducted on Thursday, August 29th, 2019 at 3:00 P.M. at the Procurement Conference room. A total of two (2) firms participated at the pre-proposal meeting.

3. Sealed Request for Proposals were received for the subject project on Wednesday, September 11, 2019 at 4:00 P.M. A total of four (4) submittals we re received. Submittals were acknowledged by the Procurement Services Division staff. Submitting vendors were:
   - Chamoy Creative, LLC from San Antonio, Texas
   - CSpence Group from San Francisco, California
   - Golden Shovel from Little Falls, MN
   - Tequila Group from Brownsville, Texas

4. On October 1st, 2019 the first interview was conducted and was evaluated by an initial panel that analyzed all qualifying firms. The representatives consisted of four (4) individuals:
   - Constanza Miner, Retail & Redevelopment Manager from Planning & Redevelopment Department
   - Helen Ramirez, City of Brownsville Deputy City Manager
   - Ramiro Gonzalez, Director of Government and Community Affairs from City Manager’s Office, a
   - Christina Garza, Community Engagement Coordinator from Communication & Marketing Department.

5. On December 19th, 2019 the panel conducted a follow up interview to discuss the proposal with the highest ranking agency. This panel consisted of representative who are experts in the City’s marketing needs and current efforts. These representatives consisted of four (4) individuals:
   - Nathan Burkhart, Director of Marketing & Small Business Development from Brownsville Community Improvement Corporation
   - Monica Tellam, Management Analyst from City Manager’s Office
   - Graciela Salazar, Assistant Marketing & Business Development Director from Parks Department
   - Felipe Romero, Communications & Marketing Director

[Bookmark “A” Evaluation Score Sheet]

6. On January 23rd, 2020, the panel conducted a post-interview conference call to discuss targeted projects. On February 13th, 2020, the City of Brownsville and CSpence completed the cost component discussions for the targeted projects involving marketing campaigns for the Term Agreement.
Procurement Summary

1. Evaluation Committee recommends to award a Term Contract for Marketing and Consulting Services for targeted projects involving marketing campaigns for the City of Brownsville to the responsive and responsible vendor **CSpence Group** based in San Francisco, California. [Bookmark “B” Contract Agreement]

2. This contract shall commence upon award by the City Commission for an initial One Year (1) period. The City reserves the unilateral option to extend the life of the contract for two (2) one-year (1) periods thereafter.
This Agreement is entered into as of May 5, 2020 between The City of Brownsville, Texas, collectively hereinafter referred to as (“CITY”) and CSpence Group hereinafter referred to as (“CONSULTANT”).

1. Documents
   (a) The following documents (collectively, “Contract Documents”) are hereby incorporated into and made part of this Agreement.
      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Compensation, Fees and Commissions (Exhibit C)
      iv. Insurance (Exhibit D)

2. Scope of Services
   (a) CONSULTANT shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, CONSULTANT and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
   (b) CONSULTANT will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   (c) By signing this Agreement, CONSULTANT represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to “Exhibit A” Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. Independent CONSULTANT; Personnel
   (a) CONSULTANT enters into this Agreement as, and shall continue to be, an independent CONSULTANT. All Services shall be performed only by CONSULTANT and CONSULTANT’s employees. Under no circumstances shall CONSULTANT, or any of CONSULTANT's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither CONSULTANT, nor any of CONSULTANT's employees, shall be entitled to any benefits accorded to CITY’s employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. CONSULTANT shall be responsible for providing, at CONSULTANT's expense, and in CONSULTANT's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. CONSULTANT shall be responsible for paying all applicable local, state and federal taxes.
   (b) CONSULTANT represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. Term of Agreement.
   The initial contract period shall commence on the date of approval of this agreement by the Brownsville City Commission and shall end or be extended upon the terms specified in Contract Documents “Exhibit B”. The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. Compensation.
   (a) CONSULTANT agrees that compensation for services shall be as specified in the Contract Documents “Exhibit C”. It is acknowledged and agreed by CONSULTANT that compensation as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate CONSULTANT for CONSULTANT’s services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon CONSULTANT’s
obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

(b) CONSULTANT may submit invoices on a periodical basis of the project and will be processed upon approval of services rendered by City. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Insurance.

(a) The CONSULTANT shall furnish proof of insurance requirements as specified in Contract Documents “Exhibit D”. The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the CONSULTANT’s expense.

(b) The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

(c) The CONSULTANT's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the CONSULTANT that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

7. Termination.

(a) Termination for Cause. The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. CITY may also terminate this Agreement upon such notice as the City of Brownsville’s City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, CONSULTANT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

(b) Termination for Convenience. CITY reserves the right, in its best interest as determined by the City of Brownsville’s City Manager, to cancel this contract for convenience by giving written notice to the CONSULTANT at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to CITY's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by CONSULTANT, for CITY’s right to terminate this Agreement for convenience.

(c) Cancellation for Non-appropriated Funds. CITY reserves the right, in its best interest as determined by the City of Brownsville’s City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the CONSULTANT at least thirty (30) days prior to the effective date of such
cancellation. The obligation of CITY for payment to a CONSULTANT is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* CITY and CONSULTANT will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the CONSULTANT will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. **Materiality and Waiver of Breach.**

(a) CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY’s failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9. **Miscellaneous Provisions.**

(a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

(b) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY’S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(d) *Assignment.* CONSULTANT shall not assign any of CONSULTANT’s rights under this Agreement, or delegate the performance of any of CONSULTANT’s duties hereunder, without the prior consent of CITY.

(e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(f) *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an “Agreement Matter”), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.
(g) **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to CONSULTANT:

CSpence Group  
345 California St. 6th Floor  
San Francisco, CA 94104

If to CITY:  
City of Brownsville  
1001 E. Elizabeth St.  
Brownsville, Texas, 78521

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

(h) **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(i) **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

\[\text{CITY OF BROWNSVILLE} \quad \text{CONSULTANT}\]

| Signature: _________________________ | Signature: _________________________ |
| Print Name: _______________________ | Print Name: _______________________ |
| Title: _____________________________ | Title: _____________________________ |
| Date: _____________________________ | Date: _____________________________ |
EXHIBIT “A”

SCOPE OF SERVICES, CONDITIONS AND ADDITIONAL SERVICES

The Marketing and Consulting services may include but is not limited to the following services:

1. Communications Strategy: The CONSULTANT shall be able to create a communications and marketing campaign from inception to completion involving niche market sectors including Redevelopment, New Space, Historic Preservation, Downtown Reinvestment, etc.

2. Brand Logo & Identity: Creation of new logos and branding for new economic and community development initiatives.

3. Social Media Strategy & Creative Assets: Create a social media strategy that involves a host of existing and emerging social media platforms.


5. Website Development: Creation of website, feed content and maintain website.

6. Consumer and Industry Research and Insights: Provide insights and data on niche economic development and community development initiatives.

7. Content Development: Research and provide content development in niche sectors involving economic development and community development.

EXHIBIT “A”
TERM OF AGREEMENT

The initial contract period shall commence on upon City Commission approval and shall end on May 5, 2021. The City of Brownsville reserves the option to renew the term of this contract annually for two (2) one-year terms each, subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

EXHIBIT “B”
### COMPENSATION, FEES AND COMMISSIONS

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<tr>
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**EXHIBIT “C”**
INSURANCE

CONSULTANT shall obtain and maintain insurance coverage as agreed in paragraph 7 of the MARKETING AND ADVERTISING SERVICES CONTRACT AGREEMENT and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

i. Workers’ Compensation and Employers’ Liability Insurance
   Minimum Limits Consistent with Texas Worker’s Compensation Act (Section 401):
   1. $100,000 bodily injury each accident
   2. $500,000 bodily injury by disease policy limit
   3. $100,000 Bodily injury by disease each employee

   Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. Commercial General Liability Insurance
   Covering premises-operations, products-completed operations, independent CONSULTANTs and contractual liability, with a combined single limit bodily injury/property damage of $1,000,000. This coverage must include, but not be limited to:

   1. Coverage for the liability assumed by the CONSULTANT under the indemnity provision of the contract.
   2. Coverage for Premises/Operations
   3. Products/Completed Operations
   4. Broad Form Contractual Liability
   5. Independent CONSULTANTs

EXHIBIT “D”
CITY OF BROWNSVILLE
CONTRACT AGREEMENT
FOR MARKETING & CONSULTING SERVICES
May 5, 2020
Tell Brownsville’s Story

- Brownsville SPI Airport
- 2nd Safest City
- New Space City
- Port of Brownsville
- Downtown Revitalization
- Economic Development
- Tax Increment Zone (TIRZ)
- Zoo Master Plan
- Games of Texas
COMMISSION PILLARS

Economic Development
Planning, Zoning, & Development
Infrastructure
Public Safety
Quality of Life
Governance

Communications & Marketing

COVID – 19 Awareness & Mitigation
Internal Process Improvement
Staff Development
Citywide Domain Change
Census 2020
Media Monitoring
Public Works CIP Campaign
CVB Website Redevelopment
CVB Marketing & Social Media Campaign
Give Me Some Space
BTX Website Development
COB Job Fair
REQUEST

Consideration and ACTION to Award a Term Contract for Marketing and Consulting Services to CSpence Group.
TERMS

• 1 year upon Commission approval

• City reserves the option to extend the life of the contract for two (2) one-year periods

• Budget available in CMD accounts:
  • CVB # 011-517-760
  • Communications # 01-495-760
Focus Areas:

• COVID 19
• Departmental Campaigns
• Department Development

Focus Areas:

• California based agency with GLOBAL experience
• Will share Brownsville’s Story on a National & International Level
• Will provide Additional Resources & Connections not accessible to COB
TARGETED PROJECTS

• Creation of a Brownsville Convention & Visitors Bureau Tour Guide to market eco-tourism, active tourism, fishing, parks & trails, culture, and retirement communities. $45,000*

• Creation of a toolkit to promote the Brownsville Sports Park as the largest outdoor concert venue in the Rio Grande Valley and a premier location for sporting events. $55,000*

• Activation of Brownsville Interactive at SXSW 2021 in Austin, Texas to showcase The City of Brownsville as a tourism destination, a business friendly city and a new home of space exploration in the world. $75,000*

• Additional support for key initiatives aligned with the Commission Pillars. Not to exceed*
Advertisement
- Brownsville Herald August 18th & 25th
- Posted on Online (Purchasing Site & BidNet Direct)

Preproposal Meeting
- August 29th

RFP Received
- September 11th
- 4 Submittals

Evaluation Committee Review
- October 1st

CMD Director Start
- November 18th

Evaluation Committee Review
- December 19th
- January 23rd

Cost Component Discussion
- February 13th
THANK YOU
**AGENDA ITEM**

**EXECUTIVE SESSION** *(City Attorney Only)*

- **Time Needed:**
- **Action Item:**

**AGENDA**

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**Information:** Please include additional information/request.

Consideration and Action to Approve Work Order #1 for CSpence Group in the amount of $175,000

Funding for this project is available through CMD accounts # 011-517-760 CVB Tourism and # 01-495-760 Communications

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**Reviewing Departments:** Please review and forward to the next reviewing department in a timely manner.

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**City Commission**

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**Assistant City Manager**

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**City Manager’s Approval**

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Revised 3/2019
To: Mayor Mendez and City Commission

Through: Noel Bernal, City Manager

From: Felipe Romero, Communications & Marketing Director

Date: May 5, 2020

Agenda: Consideration and ACTION to approve Work Order #1 for CSpence Group, in the amount of $175,000.00.

Summary:

The City of Brownsville - Communications & Marketing Department’s main goal is to tell Brownsville’s story, this includes local, regionally, nationally, and internationally. With the assistance of CSpence Group, the Communications & Marketing Department will be able to extend our media and marketing reach.

The targeted marketing campaigns align with the City Commission’s Pillars of Economic Development, Planning, Zoning and Development, Governance and Quality of Life by strategically telling Brownsville’s story as a city that is on the border, by the sea, and beyond. The marketing agency will support the Communications & Marketing Department in the completion of targeted projects and campaigns:

• Creation of a Brownsville Convention & Visitors Bureau Tour Guide to market eco-tourism, active tourism, fishing, parks & trails, culture, and retirement communities.
• Creation of a toolkit to promote the Brownsville Sports Park as the largest outdoor concert venue in the Rio Grande Valley and a premier location for sporting events.
• Activation of Brownsville Interactive at SXSW 2021 in Austin, Texas to showcase The City of Brownsville as a tourism destination, a business friendly city and a new home of space exploration in the world.
• Additional support for key initiatives aligned with the City Commission pillars.

Completion of these projects will increase Brownsville’s exposure on a global level while maintaining a strong media and marketing presence locally. Together the Communications and Marketing Department and CSpence Group will increase and promote opportunities available in the City of Brownsville.

Funding for this project is available through CMD accounts # 011-517-760 CVB Tourism and # 01-495-760 Communication. Staff recommends approval as proposed for $175,000.
Proposal for the City of Brownsville
Response to RFP Request
March 13, 2020

In response to the request for additional information from the City of Brownsville, the CSpence Group team has provided estimated information around deliverable needs, costs and timeline. These details are subject to change based upon conversations with the City of Brownsville to help clarify needs, key milestones, and budget parameters.

1. **Creation of a toolkit to promote the Brownsville Sports Park**
   a. Marketing to concert promoters, sports events, active tourism
      - **Services**
        - Develop design and content for 8-10 page brochure
        - Social media strategy and asset creation
        - PR strategy, media list development and outreach
      - **Estimated Timeline:** 2 months
      - **Estimated Costs not to exceed:** $55,000

2. **Creation of a Brownsville Convention & Visitors Bureau Tour guide**
   - **Services**
     - Develop overarching communications strategy for integration of all tactics
     - Social media strategy, asset creation and execution on social channels
     - PR strategy, media list development and outreach ongoing
   a. Content that promotes tourism and events
      - Social media strategy and asset creation
   b. Downloadable magazine
      - Develop design and content for one 8-10 page magazine for digital and print
   c. Website content
      - Copy deck for content related to tour guide
   - **Estimated timeline:** 2-3 months
   - **Estimated Costs Not To Exceed** $45,000

3. **BTX Activation at SXSW 2021**
   - **Services**
     - Help secure space location for an activation (event space rental not included)
     - Social media strategy, asset creation and execution on social channels leading up to event
     - PR strategy, media list development and outreach ongoing and leading up to event
     - Help define programming content, speaker list, and run of show
   - **Estimated timeline:** 3 - 4 Months
   - **Estimated Costs Not to Exceed** $75,000
Assumptions

- There is an existing Website in place to each of these activities to be represented that we would provide content updates for as part of each work stream
- Our team would be working in partnership with the City as marketing staff is brought on to help with the execution of deliverables
- These date ranges and estimate costs are for discussion purposes and will be refined upon project kick off
**AGENDA ITEM**  
**COMMISSION MEETING DATE 05/05/20**

### Executive Session (City Attorney Only)

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### Information:
Please include additional information/request.

Consideration and ACTION authorizing the City Manager to execute the Fleet Management & Maintenance with First Transit, Inc., for an additional two (2) years, exercising the first renewal option.

### Reviewing Departments:
Please review and forward to the next reviewing department in a timely manner.

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### Approval Matrix

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City Manager's Approval

<table>
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Revised 3/2019
To:    Mayor and City Commission

Through:    Noel Bernal, City Manager

From:    Roxanna Moreno, Internal Services Director

Date:    April 28, 2020

Agenda:    Consideration and ACTION authorizing the City Manager to execute the Fleet Management & Maintenance with First Transit, Inc., for an additional two (2) years, exercising the first renewal option.

Summary:

The First Vehicle Services/First Transit, (FVS/FT) contract is up for renewal or extension as stipulated in the Transit Fleet Maintenance Service Agreement Section 3.4 “Term of Contract”. The primary term of this contract is three (3) years, which commenced on May 1, 2017 and is set to end on April 30, 2020. This contract may be renewed, expanded and extended by mutual agreement for up to two (2) renewal periods of two (2) years each. Staff has attached the FT/FVS letter requesting to exercise one extension for a two (2) year term.

FVS/FT renders maintenance services for the fleet of forty-seven (47) vehicles which consists of B-Metro’s revenue and non-revenue vehicles, equipment and refueling systems.

Revenue fleet: 38 Transit and paratransit buses
Non-revenue fleet: 9 passenger vans, admin and maintenance vehicles

FVS/FT provides all routine repairs or replacements that are typical for transit operations including but not limited to wear and tear, destination sign components, transmissions, drive train, breaks, electrical systems & lighting, mobile radios and their installations, air-conditioning/heating system.
The Federal Transit Administration has a schedule which determines whether our fleet is on target and this contract applies to the fleet. The useful life of our fleet starts on the date the vehicle is placed in service and continues until it is removed from service. The useful life in years refers to the total time in revenue transit service, not time spent stockpiled or otherwise unavailable for regular transit use. The minimum useful life for buses and vans is determined by years in service or accumulation of miles, whichever comes first, as follows:

- Large, heavy-duty transit buses including over the road buses (approximately 35’–40’, and articulated buses): at least twelve (12) years of service or an accumulation of at least 500,000 miles. (Transit Buses)
- Medium, light-duty transit buses (approximately 25’–35’): at least five (5) years of service or an accumulation of at least 150,000 miles. (Paratransit)
- Other light-duty vehicles used as equipment and in transport of passengers (revenue service) such as regular and specialized vans, sedans, demo models, light-duty buses, and all bus models exempt from testing in the current 49 CFR part 665: at least four (4) years of service or an accumulation of at least 100,000 miles.

FVS/FT continues to operate significantly below target for the 2019/2020 operating year. The following is our Historical Timeline with FVS/FT:

- On May 1, 2017, the FVS/FT contract was negotiated at $1,403,509.
- Budget year May 1, 2018- April 30, 2019 - Amendment #1 was approved in the amount of $1,431,579 with a 2% CPI-U increase.
- Budget year May 1, 2019- April 30, 2020, Amendment #2 the 2% CPI-U increase was declined because the company operated significantly below target for the 2018/2019 operating year.
- Budget year May 1, 2020 – April 30, 2021 – FVS/FT is not requesting a 2% CPI-U increase.

Currently, we are $346,875 below the operating target for the year, not including costs for April 2020. If FVS/FT were to perform at target for the month of April, the residual would be approximately $227,577. Because the current savings incentive offers FVS/FT 40% of any cost savings under the operating target, per section 5.9 of the contract, the company would receive $91,031 based on the forecasted amount of $227,577. The City of Brownsville cost would receive $136,546. Refer below for historical savings:

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<tr>
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<tr>
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<td>91,183.42</td>
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<tr>
<td>City Share</td>
<td>84,103.60</td>
<td>60,788.94</td>
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<td>Under Target Contract</td>
<td>$210,259.00</td>
<td>$151,972.36</td>
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The significance in savings partly due to downed Fleet units throughout the months of September 2019 through March 2020 and also the reduction in consumption of petroleum and labor cost due to (3) open vacancies as well as the effects of COVID-19. The Interim Facility and Fleet Contract Manager has been mindful of cost savings, monitoring work orders, KPI’s, and has weekly discussions with the FT/FVS General Manager and find that they have satisfactorily performed contract requirements.

With the new structure of the City, the creation of the Internal Services Department and the hiring of the new Director of Internal Services, the director has been evaluating the history of the contract, will review the condition of the fleet, and will continue reviewing the contract performance during the renewal period to evaluate the contract and provide a long-term recommendation within two (2) years.

Internal Services recommends the contract be extended for one (1) extension for one-time renewal of a two (2) year term keeping the contract amount at $1,431,579 with no increase in year one, possibly year two.
April 3, 2020

Mr. Manny Cortinas  
Interim Facilities and Fleet Contract Manager  
City of Brownsville  

Dear Mr. Cortinas,

I would like to thank you and your team for another great year of cooperation, teamwork and success. After reviewing the performance history and meeting notes I feel that First Vehicle Services has accomplished all of the goals for the past year as set forth by the contract and the various management meetings that have been held, thus justifying the approval of the first of two, two-year extensions pursuant to contract section 3.4. It is our intention to continue providing a high level of service to the City of Brownsville as we strengthen our partnership going forward. Enclosed is our 2020/2021 contract year budget request.

Pursuant to Contract Section 5.1—Adjustment to the Annual Budget, we would normally be requesting a contract rate increase beginning May 1, 2020 based on the 12-month average of the Motor Vehicle Maintenance and Repair Index, which is at a 3.5% increase, that being said, given the current situation specifically in regards to Covid-19 and the challenges that presents both operationally and financially, First Vehicle Services will not be seeking a CPI increase for the 2020-21 budget year. I have included the below information for your review.

Motor Vehicle Maintenance and Repair

<table>
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<tr>
<th>Consumer Price Index - All Urban Consumers</th>
<th>12-Month Percent Change</th>
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<tr>
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<td>Not Seasonally Adjusted</td>
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<tr>
<td>Area: U.S. city average</td>
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<td>Item: Motor vehicle maintenance and repair</td>
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<tr>
<td>Base Period: 2010-2019</td>
<td></td>
</tr>
<tr>
<td>Years: 2010 to 2020</td>
<td></td>
</tr>
<tr>
<td>Year</td>
<td>Jan</td>
</tr>
<tr>
<td>------</td>
<td>-----</td>
</tr>
<tr>
<td>2010</td>
<td>1.9</td>
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<td>2011</td>
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<td>2019</td>
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<tr>
<td>Service</td>
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<td>---------------------------------</td>
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<tr>
<td>Labor Costs</td>
<td>$619,563</td>
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<td>Parts, Supplies &amp; OSVC</td>
<td>$526,614</td>
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<td>Overhead Expenses</td>
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<td><strong>Total Year Cost Target</strong></td>
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Hourly Labor Rate: $41.32

Overtime Hourly Labor Rate: $51.51

We hope you will agree that this extension request will allow FVS to continue to address the needs of the City and allow us to continue to provide the safe, reliable and cost-effective service that you, your staff and the City of Brownsville expects and deserves. We appreciate your business and look forward to working in partnership with you and the City of Brownsville for many years to come. Please feel free to call me directly with any questions that you may have.

Respectfully,

George Cavell
Regional Vice President
First Vehicle Services
TO THE FLEET MAINTENANCE AND MANAGEMENT CONTRACT BETWEEN
THE CITY OF BROWNSVILLE, TEXAS AND FIRST TRANSIT, INC.

THIS SECOND AMENDMENT is made this 1st day of May 2020 by and between the City of Brownsville, Texas ("the City") and First Transit, Inc. ("the Contractor").

Now, therefore, in consideration of the mutual covenants, promises, and undertakings, contained in the Contract and this Amendment, the City and the Contractor agree to amend and reaffirm the Contract as follows:

1. In accordance with Section 3 – CONTRACTOR’S RELATION TO CITY: 3.4 “Term of Contract” of the First Vehicle Services/First Transit, (FVS/FT), this contract shall be extended for a one time renewal of a two (2) year term keeping the contract amount at $1,431,579 with no increase in year one, and possibly year two.

THIS Amendment supersedes all oral negotiations and prior contemporaneous writings with respect to the subject matter hereof and is intended by the City and the Contractor as the final expression of the agreement with respect to the terms and conditions set forth herein and as complete and exclusive statement of the terms agreed to by the City and the Contractor. If there is any conflict between the terms, conditions and provisions of the Amendment and those of any other agreement or instrument, the terms, conditions, and provisions of this Amendment shall prevail, except as expressly amended by this document, the Contract as previously executed remains in full force and effect and legally binding upon the City and the Contractor.
AMENDMENT #3

TO THE FLEET MAINTENANCE AND MANAGEMENT CONTRACT
BETWEEN THE CITY OF BROWNSVILLE, TEXAS AND FIRST TRANSIT, INC.

IN WITNESS WHEREOF, the City and the Contractor hereto have affixed their respective signatures as of the dates below.

CITY OF BROWNSVILLE (City)

Signature: ____________________________
Title: ________________________________
Date: ________________________________

ATTEST (City)

Signature: ____________________________
Title: ________________________________
Date: ________________________________

FIREST TRANSIT, INC (Contractor)

Signature: ____________________________
Title: ________________________________
Date: ________________________________

ATTEST (Contractor)

Signature: ____________________________
Title: ________________________________
Date: ________________________________
AMENDMENT #2
TO THE FLEET MAINTENANCE AND MANAGEMENT CONTRACT BETWEEN
THE CITY OF BROWNSVILLE, TEXAS AND FIRST TRANSIT, INC.

THIS SECOND AMENDMENT is made this 1st day of May 2019 by and between the City of Brownsville, Texas ("the City") and First Transit, Inc. ("the Contractor").

NOW, therefore, in consideration of the mutual covenants, promises, and undertakings contained in the Contract and this Amendment, the City and the Contractor agree to amend and reaffirm the Contract as follows:

1. Remove all "Metro Connect" related terminology and services from the Contract. Metro Connect is no longer a part of the City of Brownsville Fleet. The below deletions are effective 1 January 2019:
   a. Contract Page 2, Section 1 - Delete "Metro Connect - an intra-regional transit partnership between City of Brownsville, City of South Padre Island, City of McAllen, and Valley Transit Company that provides scheduled inter-city commuter service, 6:00 a.m. to 9:00 p.m. daily, Sunday through Saturday."
   b. Contract Page 9, Section 9.5 - Delete "In the event B-Metro Buses are to be used in support of Metro Connect, KPI will be".
   c. Contract Page 10, Section 11.2 - Delete entire section.
   d. Contract Page 13, Section 11.17 - Delete entire section.
   e. Contract Page 21, Attachment A - Delete Metro Connect Fleet; See revised Attachment A contained herein.

THIS Amendment supersedes all oral negotiations and prior contemporaneous writings with respect to the subject matter hereof and is intended by the City and the Contractor as the final expression of the agreement with respect to the terms and conditions set forth herein and as complete and exclusive statement of the terms agreed to by the City and the Contractor. If there is any conflict between the terms, conditions, and provisions of the Amendment and those of any other agreement or instrument, the terms, conditions, and provisions of this Amendment shall prevail, except as expressly amended by this document, the Contract as previously executed remains in full force and effect and legally binding upon the City and the Contractor.

(SIGNATURES ON FOLLOWING PAGE)
AMENDMENT #2
TO THE FLEET MAINTENANCE AND MANAGEMENT CONTRACT
BETWEEN THE CITY OF BROWNSVILLE, TEXAS AND FIRST TRANSIT, INC.

IN WITNESS WHEREOF, the City and the Contractor hereto have affixed their respective signatures as of the dates below.

CITY OF BROWNSVILLE (City)

Signature: [Signature]
Title: City Manager
Date: 6/4/19

ATTEST (City)

Signature: [Signature]
Title: Facilities & Fleet Contract Manager
Date: 6/4/19

FIRST TRANSIT, INC (Contractor)

Signature: [Signature]
Title: SVP
Date: 5/1/19

ATTEST (Contractor)

Signature: [Signature]
Title: General Mgr
Date: 5/1/19
MEMORANDUM FOR FIRST TRANSIT INC (FIRST VEHICLE SERVICES)

FROM: THE CITY OF BROWNSVILLE (BMETRO)

SUBJECT: Response to Request for CPI-U Adjustment on Fleet Maintenance Contract

1. On 12 April 2019, your company submitted a request for a 1.9% CPI-U adjustment to the Fleet Maintenance Contract effective 1 May 2019. The current contract amount is $1,431,579.00. Your request for a 1.9% increase equates to $27,200.00, which would adjust the contract amount to $1,458,779.00.

2. In accordance with the contract Section 5.1, the operating target may be adjusted annually based on the CPI-U. Your company previously received a CPI-U adjustment of 2% for the performance year of 1 May 2018 – 30 April 2019.

3. Upon a thorough review of your operating costs throughout the aforementioned year (see attached graph), your company operated significantly below target for the majority of the year. Currently, we are approximately $270,000.00 below the operating target for the year, not including costs for April 2019. If your company were to perform at target this month, the residual would be approximately $148,000.00 under operating target for the year.

4. The current savings incentive in the contract Section 5.9 offers your company 40% of any cost savings under the operating target. Based on the forecasted amount of approximately $148,000.00, your company would receive $59,200.00.

5. In conclusion, we will respectfully have to decline your request for a 1.9% CPI-U adjustment to the Fleet Maintenance Contract effective 1 May 2019. Our decision is based on an analysis of the operating target versus actual cost incurred during the period of 1 May 2018 through 30 April 2019.

6. Please direct any questions or concerns to the Contract Manager, Mr. Joshua A. Estevez at joshua.estevez@cob.us or 956-545-9838.

Respectfully,

Joshua A. Estevez
Facilities & Fleet Contract Manager
City of Brownsville (BMetro)
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TO: Noel Bernal, City Manager
FROM: Joshua A. Estevez, Facilities & Fleet Contract Manager
SUBJECT: Amendment to Fleet Maintenance & Management Contract
DATE: 5/2/2019
THROUGH: Roberto Luna, Purchasing Director

MEMO

<table>
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<th>Executive Session (City Attorney Only)</th>
<th>Select</th>
<th>Agenda</th>
<th>Ordinance</th>
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Information: Please include additional information/request.

On 1 January 2019, Brownsville Metro entered an agreement with the Lower Rio Grande Valley Development Council (LRGVDC) to transfer Metro Connect services to the LRGVDC under the name RGV Metro Express. This agreement also transferred ownership and preventative maintenance of Metro Connect vehicles to LRGVDC. Brownsville Metro's Fleet Maintenance and Management Contract with First Transit Inc contains terms and conditions specifically related to Metro Connect. Due to the Brownsville Metro/LRGVDC agreement, all Metro Connect related terminology must be removed from the existing contract.

In summary, we respectfully request approval of the attached amendment to said contract, which removes all Metro Connect related terminology.

Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

<table>
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<tr>
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<th>By:</th>
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City Commission

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<tr>
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City Manager's Approval

Signature: ____________________________  Date: 6/4/19
AMENDMENT #1
TO THE FLEET MAINTENANCE AND MANAGEMENT CONTRACT BETWEEN
THE CITY OF BROWNSVILLE, TEXAS
AND
FIRST TRANSIT, Inc.

This Amendment is made this 1st day of May, 2018 by and between the City of Brownsville, Texas ("the City") and First Transit Inc. ("the Contractor").

WHEREAS the City and the Contractor now desire to renew the Current Contract for an additional one (1) year period; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings contained in the Contract and this Amendment, the City and the Contractor agree to amend and reaffirm the contract as follows:

I. In accordance with section 5.1 of the current contract "Operating Target may be adjusted annually (Section 5.10) using U.S. Department of Labor's Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U) average monthly value for the prior year's cycle, but not to exceed 3%.

II. The current 12-month CPI increase is 2.0%, therefore, the Approved Budget for the period of May 1, 2018 through April 30, 2019 shall be One Million Four Hundred Thirty-One Thousand, Five Hundred and Seventy-Nine Dollars ($1,431,579). The Hourly Labor Rate will be $40.55, and the Overtime Hourly Labor Rate will be $50.55.

This Amendment supersedes all oral negotiations and prior contemporaneous writings with respect to the subject matter hereof and is intended by the City and Contractor as the final expression of the agreement with respect to the terms and conditions set forth herein and as the complete and exclusive statement of the terms agreed to by the City and Contractor. If there is any conflict between the terms, conditions, and provisions of the Amendment and those of any other agreement or instrument, the terms, conditions and provisions of this Amendment shall prevail, except as expressly amended by this document, the Contract as previously executed remains in full force and effect and legally binding upon the City and the Contractor.
IN WITNESS WHEREOF, the City and Contractor hereto have affixed their respective signatures as of the dates below.

Attest: 

Signature: 

Title: B.Metro Director 

Date: 11/20/2018 

City Of Brownsville (City)

Signature: 

Title: Deputy City Manager 

Date: 11/20/2018 

Attest: 

Signature: 

Title: Admin Assistant 

Date: 11-20-18 

First Transit Inc. (Contractor): 

Signature: 

Title: Sr. Vice President 

Date: 11-20-18 

"Approved as to Form and Legality
This 15th Day of November
Office of the Brownsville City Attorney"
TO: Pete Gonzalez, Deputy City Manager  
FROM: Joshua A. Estvez, Interim Facilities & Fleet Contract Manager  
SUBJECT: Request for a +2% CPI-U Adjustment via Amendment to First Transit Contract  
DATE: 11/14/2018  
THROUGH: Norma Zamora, Robert J. Garza, Roberto Luna, Lupe Granado,

We are requesting approval for a +2% Consumer Price Index-Urban Consumers (CPI-U) increase to the Fleet Maintenance & Management Contract with First Transit. Section 5.1 of this contract authorizes an annual adjustment of the operating target based on the CPI-U average monthly value for the prior year cycle, not to exceed 3%. The Department of Labor reported a 2017 CPI-U average of +2%. Based on the review of pertinent maintenance records and the contractor's positive performance thus far, a CPI-U adjustment of +2% is fair, reasonable, and part of standard industry practice.

In summary, we are requesting an amendment to the contract reflecting a +2% CPI-U adjustment, totaling $28,070.00.

Attachments:  
1 - Memorandum dated 3 August 2018 from Jeffery Stewart to Roberto Luna  
2 - Request from Contractor dated 9 April 2018 to Roberto Luna  
3 - Proposed Amendment from Contractor dated 1 May 2018  
4 - Signed Original Contract dated 24 April 2017

Instructions for Reviewing Departments:  
*Please review and forward to the next reviewing department in a timely manner

<table>
<thead>
<tr>
<th>Reviewing Departments</th>
<th>Date Reviewed</th>
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<tr>
<td>City Commission</td>
<td>11/14/2018</td>
<td>Approved: No</td>
</tr>
</tbody>
</table>

City Manager's Approval  
Signature:  
Date: 11/14/2018
Transmittal

To: Dale Domish, Senior Vice President

From: Roberto C. Luna, Purchasing Director

Co: First Transit, Inc.

City of Brownsville

Re: TFM-40-0816 Fleet Management & Maintenance for B-Metro

Date: Thursday, May 18, 2017

CC: #/Sets: 2

☐ Urgent ☐ Please Sign & Return ☐ Please Comment ☐ Please Recycle

Comments:

Enclosed please find two executed original contracts between First Transit, Inc. and the City of Brownsville. Please sign the contracts and return one to the Purchasing Department for proper distribution. Any questions please let me know.

Thank you.

Roberto C. Luna, Purchasing Director
City Hall 1001 E. Elizabeth St. 1st Floor
Brownsville, TX 78520

Phone: 956.548.6087
Fax: 956.546.2711
e-mail: roberto@cob.us
TRANSIT FLEET MAINTENANCE SERVICES AGREEMENT

THIS CONTRACT, made the 1st day of May, 2017, by and between the City of Brownsville, Texas, hereinafter referred to as "City" and FIRST TRANSIT, INC., a Delaware corporation with its principal place of business at 600 Vine Street, Suite 1300, Cincinnati, Ohio, 45202, hereinafter referred to as "Contractor";

WHEREAS, Contractor represents it shall provide all necessary supervision, labor, parts, supplies and sub-contract work required to maintain the transit fleet, rolling stock, equipment, vehicles in a state-of-repair and service consistent with generally accepted transit industry fleet practices: Improve fleet availability, reliability, efficiency - reducing cost of operation and maintenance; improve communication, professional service delivery, fleet's capacity and availability to respond to emergencies or other events.

NOW, THEREFORE, City and Contractor, for the consideration stated herein, agree as follows:

SECTION 1 – DEFINITIONS

Abnormal use/abuse - damage or degradation of rolling stock, equipment or vehicle resulting from deliberate actions or omission other than normal wear and tear, or use of the rolling stock, equipment or vehicle other than as intended or specified by the manufacturer

Contractor - First Transit, Inc., 600 Vine Street, Suite 1300, Cincinnati, Ohio, 45202, and its present officers, employees, and representatives

B Metro - Brownsville Metro, a department of City of Brownsville, can be used interchangeably with "City"

City - City of Brownsville, can be used interchangeably with "B Metro"

Downtime - the period a vehicle or equipment is out of service due to repair or preventive maintenance. Downtime begins when the inoperative/defective vehicle or equipment arrives at the facility for repair, or when a call is received requesting vehicle tow to the facility for its repair. From breakdown road calls, downtime begins when tows are requested. Downtime ends when the vehicle or equipment is subsequently and immediately available to re-enter service. Downtime does not calculate during repairs necessitated by abuse caused by B Metro personnel, accidents, vandalism, capital improvement, or Act of God.

DVAR – Daily Vehicle Availability Report (informally known as "rollout sheet") form that is updated by Fleet Maintenance Contract Manager, it is completed by Contractor and provided to B Metro Operations prior to start of daily operations. DVAR identifies the operational status of the fleet at the start of the day.

DVCR – Daily Vehicle Condition Report, a multi-leaf form used to describe the status and condition of rolling stock or equipment at the time of pre-trip or post-trip inspection conducted by the driver(s). This form: is signed by the inspector(s) then submitted to Contractor for review and documentation and affirmation of corrective action, then submitted to B Metro Operations for supervisory review and counter-signature.
Equipment - automobile, rolling stock, conveyances, fuel dispensers and pumps, or manual and mechanized devices

Facility/facilities - the maintenance facility operated by First Transit, Inc. located at 700 Jose Colunga Jr. St., Brownsville, Texas. At its expense Contractor may change maintenance facility lock cylinders and padlocks upon approval of B Metro management, Facility Coordinator, or Fleet Maintenance Contract Manager, and shall immediately provide to B Metro three duplicate keys. Contractor shall be responsible for securing or locking the facility and property access gates at end of the business day.

Facility Coordinator - a City of Brownsville employee and B Metro supervisor in charge of facilities and general maintenance.

Fleet - all B Metro rolling stock, equipment, and vehicles, or subsets thereof, that are listed in Attachment A, plus equipment listed in Attachment B or any subsequent revisions to either Attachment that add or subtract from the fleet.

Fleet Maintenance Contract Manager - a City of Brownsville employee and B Metro's designee directly responsible for oversight, administration, and enforcement of this contract, who manages acquisition, maintenance, assignment, and disposition of B Metro's fleet.

FTA - Federal Transit Administration, subsidiary of U. S. Department of Transportation.

Good Fleet Management - maintenance practices that meet original manufacturer requirements and recommendations, ensuring consistent fleet availability, reliability, and optimal performance.

Metro Connect - an intra-regional transit partnership between City of Brownsville, City of South Padre Island, City of McAllen, and Valley Transit Company that provides scheduled inter-city commuter service, 6:00 a.m. to 9:00 p.m. daily, Sunday through Saturday.

OEM - original equipment manufacturer.

Performance (contract) Bond — an original document certificate issued by Contractor's insurer to City of Brownsville that guarantees Contractor's satisfactory completion of this contract.

Personnel Costs - all wages, salaries, benefits, payroll taxes, overtime, incentives, and any other associated workforce cost.

POL - Petroleum, Oil, Lubricant.

Quick Fix - a repair that takes less than fifteen (15) minutes to perform.

Re-work - a recurrent corrective action applied to a repeated deficiency during a warranty period.

Road Call Response Time - the interval between the times Contractor receives the road call request through telephone or two-way radio communication and technician's confirmed arrival at the scene.

Rolling stock - bus or buses.

Subcontractor - any firm or individual, who is not an officer, employee, or representative of Contractor, who is hired by Contractor to perform services to fulfill any obligation associated with this contract.
Surety - security, guaranty against loss or damage due to lack of fulfillment of Contractor's obligations under this contract

TCEQ – Texas Commission on Environmental Quality

TxDOT – Texas Department of Transportation

Unit – at least one of rolling stock, equipment or vehicle; Units – more than one unit

Unusual Costs - expenditures, occurrences not covered or identified by Section 5 of this contract through no fault of Contractor

Unresolved Controversy, Claim or Dispute - handled pursuant Section 3 of this contract

Utility, utilities - electricity, telephone, natural gas, water, sewer, or other commercial public services

Waste - solid, liquid, or gas generated by Contractor's maintenance activity under this agreement, which must be properly disposed of and removed from the premises

SECTION 2 - CONTRACT

This Contract includes appendices and amendments, current and subsequent, which must be mutually agreed upon between City of Brownsville and Contractor.

SECTION 3 - CONTRACTOR'S RELATION TO CITY

3.1 Contractor as Independent Contractor - Contractor is in all respects an independent contractor of City and not an agent, servant or employee of City. This Contract specifies scope of services that Contractor shall be responsible for fulfilling completely.

3.2 Subcontracting - Contractor may subcontract or sublet services subject to written approval of City, and such approval shall not be unreasonably denied. Approval shall not be construed as making City a party of or to any subcontract, agreement or understanding, and shall not subject City to any liability of any kind whatsoever to any subcontractor or sublet. Neither approval of a subcontract nor the subcontract itself shall under any circumstances relieve Contractor of any liability or obligation under this contract. Despite any City approval of subcontract or sublet, City shall only be obligated to deal directly with Contractor, and Contractor shall remain solely and exclusively responsible for coordinating any activity or performance of any subcontractor or sublet.

3.3 City Representative – Pursuant this contract, Fleet Maintenance Contract Manager is authorized to act on behalf of City regarding all matters related to this contract and complementary services performed hereunder.

3.4 Term of Contract - The primary term of this contract shall be three (3) years, commencing on or about May 1 2017 and ending on April 30, 2020. Further, this contract may be renewed, expanded and extended by mutual agreement for up to two (2) renewal periods of two (2) years each provided Contractor has a record of satisfactory performance and City funding will be available. CITY or CONTRACTOR may terminate this Agreement with or without cause with 90 days prior written notice.
3.5 Right toRequire Performance - Failure of City or Contractor at any time during this contract to require performance by City or Contractor of any provisions hereof shall in no way affect the right of City or Contractor thereafter to enforce same. No waiver by City or Contractor of any breach of any provision hereof will be accepted or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

3.6 Resolution of Disputes - In the event of any unresolved controversy, claim or dispute regarding Contractor’s work and other services performed pursuant to this contract, respective City and Contractor’s rights and liabilities under this contract, the following procedures shall be invoked:

First Stage - Dispute Resolution

The Fleet Maintenance Contract Manager or designee, and Contractor’s General Manager will meet to identify, discuss and attempt to resolve any and all issues. Most issues likely can be resolved during in the course of such meetings. However, if resolution and agreement cannot be reached, either party may document their dispute in writing, to which the other party must respond in kind within fourteen (14) calendar days. Despite this effort, if the matter remains unresolved, Second Stage Dispute Resolution must be followed.

Second Stage - Dispute Resolution

In case First Stage Dispute Resolution was unsuccessful, either party may forward their written documentation of the dispute to City of Brownsville Purchasing & Contract Services Director, and Contractor’s Regional Vice-president. The Director and Regional Vice-president will diligently pursue good faith resolution to the dispute and issue written determination of such within fourteen (14) calendar days, notifying the Fleet Maintenance Contract Manager and General Manager of such. However, if no resolution or agreement is reached between the Director and Regional Vice-President, both officials will authorize and disseminate respective position statements for the record. Both parties shall reserve and maintain their legal rights to address issues that remain unresolved after review through the aforementioned processes.

3.7 Transfer of Operations - In the event of this contract’s termination, Contractor agrees to peaceably surrender the maintenance facility and all City tools and equipment. City of Brownsville agrees to pay Contractor in full for all outstanding approved invoices, approved inventories, and approved eligible work and approved reimbursable expenses through the date of termination before Contractor vacates.

3.8 Phase-in, phase-out, transition – Prior to expiration or termination of this contract City may direct Contractor in writing to provide phase-in, phase-out services for up to sixty (60) days after start-up of a successor transit fleet maintenance contractor. Contractor shall cooperate in good faith with the successor to determine the nature and extent of all services to be rendered, including the development of a mutually accepted transition plan subject to approval by B Metro. Contractor shall provide sufficient, experienced personnel throughout the transition period to ensure continuity of all required contracted services, and will be reimbursed for all reasonable transition period-related expenses pre-authorized by B Metro.

3.9 Extraordinary Occurrences - It is agreed that in no event shall City or Contractor be liable or responsible to the other or to any other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Act of God, fire, or any other natural act or circumstance totally beyond the control of City or Contractor. Contractor recognizes the essential nature of services to be performed hereunder and will use its best effort to
discharge its functions despite such extraordinary occurrence(s). In the event extraordinary occurrence (Section 5.11) prevents performance pursuant the contract, Contractor and City shall negotiate in good faith an appropriate adjustment, if any, to the Operating Target price herein.

3.10 Transition Plan – not applicable

SECTION 4 - CITY'S RESPONSIBILITIES TO CONTRACTOR

4.1 Lease - City shall lease to Contractor the City facility for the charge of one dollar ($1.00) U. S. per year for the term of the contract.

4.2 City Equipment – Concurrent with the aforementioned lease, City will provide for Contractor's use City-owned equipment, tools, and furniture currently located at the facility. (Attachment B)

4.3 Facility/facilities – At no expense to Contractor, B Metro shall monitor, repair, renovate (when warranted) the facility’s interior, exterior and surrounding infrastructure, landscaping, parking lots, storage lots, ancillary buildings and structures, provided any maintenance or repair is not necessitated by negligent or willful act of Contractor or its agents or subcontractors. Contractor shall be responsible for notifying B Metro’s Fleet Maintenance Contract Manager of degraded conditions or the need for repair or renovation, to which B Metro shall make every effort to effectively and timely respond to any notification.

4.4 Utilities – At no cost to Contractor, City shall furnish all utilities at the facility. City shall supply water, electricity, sanitary sewer, and available natural gas utilities free of charge to Contractor at the maintenance facility. Contractor shall have access to telephones at the facility that are part of City’s land line communications network. Contractor’s long distance phone calls directly associated with maintenance activities are considered within Operational Target.

4.5 Files - Contractor shall maintain an accurate and constantly updated hard copy file of all repair work performed pursuant this contract.

4.6 Access - Unless otherwise stated herein, City shall provide to Contractor reasonable access to rolling stock, equipment, and vehicles.

SECTION 5 - COSTING METHODOLOGY

5.1 "Operating Target" - Shall be Contractor's operating budget for each year of this contract, and shall itemize the following costs: Parts, Labor, Management, Administrative, Overhead

The Operating Target is an all-inclusive contract for Transit Fleet Maintenance Services for the initial year hereof is One Million, Four Hundred Three Thousand, Five Hundred Nine dollars ($1,403,509). The annual Operating Target through the primary term is attached hereto as Attachment "C". In the event the annual Operating Target is exceeded, City and Contractor shall share evenly the cost of the overage up to 110% of budget. Contractor shall be responsible for overage exceeding 110% of Operating Target. Operating Target may be adjusted annually (Section 5.10) using U. S. Department of Labor's Bureau of Labor Statistics Consumer Price Index for Urban Consumers (CPI-U) average monthly value for the prior year's cycle, but not to exceed 3%.

5.2 Personnel Costs - Shall mean all wages, salaries, benefits, payroll taxes, overtime, incentives, and any other associated workforce cost.

5.3 Parts, Supplies, Outside Services - Contractor shall charge City for parts, supplies or
subcontracted/sublet services at the actual price paid by Contractor with no markup whatsoever.

5.4 Overhead Expenses - Contractor shall charge City overhead expenses as they are incurred, at net and with no markup. These costs include all overhead expenses associated with operation of the facility. Examples of such expenses may include but are not limited to: office supplies, miscellaneous shop supplies, training, drug testing, insurance, employee recruitment, taxes and assessments, employment background checks, business travel, uniforms, computer costs, copying costs.

5.5 Corporate Administrative Expenses and Management Fees – The amount of Contractor’s Operating Target billing submitted to City shall be calculated at the rate of the annual amount divided by the number of weeks in Contractor’s fiscal year and multiplied by the number of weeks in the accounting period. Among other itemizations within the billing operating statement, management and corporate administrative charges shall also be noted.

5.6 Capital Expenditures - Contractor shall not replace or incur additional expenditure for City-owned equipment or tool without expressed consent of the Fleet Maintenance Contract Manager. If approved by City for Contractor to acquire any or all requested equipment and/or tools, Contractor may be reimbursed by City through separate billing.

5.7 Rate of Charge and Non-target Costs – Hourly labor cost is $39.75. Labor overtime hourly cost is $49.75. Parts and supplies through directed work may be invoiced to City at cost plus 5% markup. The following are examples of Contractor cost considered Non-target (outside Operating Target), therefore directly reimbursable to Contractor by City:

- Cost of repair of damage attributed to abnormal use, abuse, vandalism, or accident that is not the fault of Contractor;
- Broken glass, mirrors, windows not the fault of Contractor;
- Cost of repair to the facility to ensure safe conditions, but has been authorized by the Fleet Maintenance Contract Manager;
- Costs incurred by Contractor for any agreed capital expenditures not included in the Operating Target.

5.9 Savings Incentive - Contractor may be eligible to receive forty percent (40%) share of Operating Target aggregate savings determined at the completion of a fiscal year. Aggregate annual savings are calculated as the difference between the lower twelve (12) month actual Operating Target expenses to City and budgeted agreed Operating Target.

5.10 Annual Meetings – Contractor’s representatives, B Metro management, City Purchasing & Contracts Services Department Director or designee, City Finance Director or designee, and Fleet Maintenance Contract Manager shall meet approximately three (3) months prior to the anniversary of this contract to discuss and review Contractor’s overall performance including cost of doing business, scope of work, and KPIs performance pursuant this contract, state of facilities, state of the fleet and any changes anticipated over the forthcoming contract year, and any anticipated amendment to the contract over the forthcoming year. Any and all changes to the contract shall be documented in an amendment (Section 21).

5.11 Unusual Costs – During the annual meeting between Contractor and City, Contractor may discuss and propose adjustment to Operating Target based on:

- Relevant unusual changes and occurrences not covered by this contract such as unprecedented long term events, changes in local, state, or federal laws or regulations, catastrophes of long term effect, or extraordinary developments that significantly impact Contractor’s cost of doing business. Unusual costs based on unusual changes shall not include any rate/price increases for work or services performed in the course of ordinary business.
• After the Primary Term of three years, changes in size, mix, or average age of the fleet - Operating Target may be adjusted to corresponding plus or minus [increase (+) or decrease (-)] 13% in the size and/or average (by type) age of a portion of the fleet: rolling stock = busses; equipment = all other automobiles.

5.12 Services During Emergencies - Contractor shall mobilize its operation to provide service if the Fleet Maintenance Contract Manager notifies of an emergency situation occurring outside normal facility hours. Contractor understands such circumstances may include floods, hurricanes, other inclement weather events or emergencies declared by City of Brownsville, State of Texas, or Federal Government. Contractor will bill separately to City costs associated with their response to the emergencies.

SECTION 6 - INVOICING AND PAYMENT

6.1 Invoicing – Contractor shall prepare and submit monthly Operating Target invoices, with corresponding backup work orders and operating statement, denoting date range of Contractor’s fiscal period, reflecting 1/12th of the total agreed price stipulated in Section 5 of this contract. Accompanying monthly Operating Target invoicing will be Non-target invoicing that also denotes date range of Contractor’s fiscal period, and backup work orders for that period only.

6.2 Payment - City shall pay Contractor’s correct/acceptable invoice submittals relevant to this contract within 30 calendar days. In case dispute arises regarding invoicing, backup documentation, performance issues, payment, et cetera, it may be discussed and resolved through the process outlined in Section 3 of this contract.

SECTION 7 – PERSONNEL

7.1 General –
• Contractor shall be solely responsible for recruiting and engaging qualified ASE-or-equivalent certified personnel capable of performing all requisite work under this contract, and shall be required to conduct pre-employment drug, narcotic, alcohol screening and criminal background checks for all final candidates. Contractor shall follow all FTA drug and alcohol regulations respective safety-sensitive employment.
• Contractor shall maintain a minimum staffing level of ten (10) personnel composed of technicians, lead technicians, parts/administrative technician, and general manager. In the event Contractor’s qualified staff level falls below 10 personnel over four consecutive months, City shall seek liquidated damages in the amount of one hundred and fifty dollars ($150.00) per day until staffing level returns to normal. Contractor shall notify City whether a fully qualified substitute technician from another Contractor-associated property will serve for the duration of the vacancy.
• JOB SAFETY COMPLIANCE - Contractor shall comply with and follow all provisions applicable to the Occupational Safety and Health Act as enforced by the U.S. Department of Labor and require all employees to comply with this law and all regulatory State or local laws affecting job safety.

7.2 General Manager – Contractor’s General Manager shall have proven managerial experience in maintaining municipal transit fleets and heavy equipment. In the event Contractor’s General Manager is unavailable, a replacement shall be providing within fourteen (14) working days.

7.3 Benefits Program - Contractor shall extend to its employees Contractor’s own benefits and
incentives. Contractor employees shall not claim any City rights or benefits as conditions of employment under this contract.

7.4 Compliance with Laws - Contractor shall not knowingly fail to comply with any applicable Federal, State and City laws related to wages, hours, health, and safety.

SECTION 8 - AUDITING PROCEDURES

Access to Books and Records - Only authorized representatives of City of Brownsville may access at reasonable times and with prior notice to Contractor's General Manager inspection of electronic and hard data, and records pertaining to maintenance, personnel, training, correspondence, memoranda, manuals, plans, drawings, receipts, vouchers, purchases, et cetera, that are relevant to scope of work under this contract, for the purpose of auditing and verifying costs of work, compliance, acceptable record-keeping, et cetera. The City shall be granted such access during the contract period and three (3) years thereafter.

SECTION 9 - QUALITY OF SERVICE

9.1 General – Contractor warrants it will employ only competent, bona fide, qualified and capable personnel in the fields of transit fleet, heavy, medium and light duty automobiles, and equipment maintenance services, and shall devote sufficient time, supervision, and resources to assure satisfactory performance pursuant its contract with City of Brownsville and in accordance with Good Fleet Management Practice.

9.2 Cooperation of Contractor required - Contractor shall cooperate with City always in reasonable fashion in order to achieve successful compliance with the scope of work pursuant this contract. Throughout daily facility business hours Contractor shall have on duty the required competent personnel. Concurrent with execution of this contract, Contractor shall provide to Fleet Maintenance Contract Manager a complete list of all personnel: including employees' full names; dates of birth; Texas Commercial Driver License class, number and endorsements (new hires must have theirs within one hundred and twenty (120) days.); and ASE or equivalent certifications in at least two categories within one year. This information will be treated confidentially, with dissemination only to City officials with a strict need to know. Contractor's General Manager shall immediately notify Fleet Maintenance Contract Manager of any changes in personnel information or status of employment.

9.3 Guarantee of Performance - Contractor shall be required to furnish for each year of this contract a surety bond or letter of credit acceptable to City of Brownsville in the amount of one hundred percent (100%) of the Operating Target price to serve as security for Contractor's obligation to provide satisfactory performance under this contract.

9.4 Compliance with Laws and Regulations – Contractor and City hereby agree to comply with all applicable Federal, State and City laws and regulations. Each party shall indemnify, defend and hold harmless the other party, their respective officers, officials, representatives, and employees against any claim or liability arising from or based on the willful and knowing violation of any such law, regulation, ordinance, order or decree, whether by the indemnifying party or their respective employees during the term of this contract.

9.5 B-Metro Fleet Performance Standards - Contractor agrees to meet minimum performance standards, and will be measured, in part, based on these Key Performance Indicators:
<table>
<thead>
<tr>
<th>Key Performance Indicators</th>
<th>Acceptable Range</th>
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<tbody>
<tr>
<td>I 80% of revenue vehicles available to enter service at start of operational day</td>
<td>35%</td>
</tr>
<tr>
<td>II 80% of non-revenue vehicles available to enter service at start of operational day</td>
<td>5%</td>
</tr>
<tr>
<td>III Preventive Maintenance 90% on time completion or better</td>
<td>20%</td>
</tr>
<tr>
<td>IV <strong>Repair Turnaround 48 hours - standard job times: 85% of repairs</strong></td>
<td>15%</td>
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<tr>
<td>V Re-work &lt;3%</td>
<td>5%</td>
</tr>
<tr>
<td>VI ***Miles between major breakdowns &gt;5,500 miles</td>
<td>15%</td>
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<tr>
<td>VII Road Call Performance (80%) on time</td>
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<tr>
<td><strong>Total</strong></td>
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</tr>
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** Exceptions: PM typical turnaround, non-stocking part availability, sublet 2-week limit  
***Exceptions: flat tire, tire abuse, accident, driver error  
****In the event B-Metro Buses are to be used in support of Metro Connect, KPI will be

Contractor shall generate a recurring KPI report for submittal to Fleet Maintenance Contract Manager (Section 12.3).

9.6 LEAN MAINTENANCE, SS – Through the Monthly Consolidated Management Report (Section 12.3) Contractor shall keep City abreast of Contractor’s implementation of its internal “LEAN Maintenance Practices” and “SS (Sort, Straighten, Shine, Standardize & Sustain)” programs, both combined to help prevent “lost time”, improve overall service productivity, effectiveness, waste reduction, and effectively use maintenance space and generate work culture that promotes safety, quality, cost, and vehicle reliability.

SECTION 10 - INSURANCE

10.1 General - Upon execution of this contract, Contractor shall provide to City satisfactory proof of insurance coverage and maintain it in full force and effect until termination of this contract. The certificate of insurance must be issued from a qualified carrier licensed to issue policies in the State of Texas, and sent front the carrier via mail to: Director of Purchasing & Contracts Services Department, City of Brownsville, 1001 E. Elizabeth St., Brownsville, Texas 78520. In the event City does not have on record satisfactory proof of insurance from Contractor or Contractor’s insurer, this would constitute a breach of contract on Contractor’s behalf, and Contractor shall receive from City written notice of such and be given maximum thirty (30) calendar days to cure.

10.2 Worker’s Compensation – Employer’s liability with a minimum of $1,000,000 combined single limit

10.3 Commercial General Liability - Minimum $1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence including the following coverage: contractual liability, premises and operations, independent contractors, completed operations and product liability, personal injury

10.4 Automobile Liability - Minimum $1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence including the following: owned automobiles, hired automobiles, non-owned automobiles

10.5 Garage Keepers Legal Liability - Minimum Limits - $1,000,000 per occurrence

10.6 Additional Insured - City of Brownsville, Brownsville Metro shall be named as additional insured
on all liability policies.

10.7 Hold Harmless - Contractor shall indemnify, defend and hold harmless City of Brownsville, B Metro and its agents, servants and employees, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or resulting solely from the willful, wanton or criminal acts of Contractor in its performance of this contract during the term hereof, except where Contractor is performing its obligations under the contract pursuant to the direct policy, supervision or control of City, its agents, servants, or employees.

SECTION 11 - SCOPE OF SERVICE

11.1 General - The Contractor shall render all services set forth and implied in this contract for B Metro rolling stock, equipment, and vehicles recorded on Attachment A and Attachment B and revisions or updates of those attachments within this contract, and refueling systems. Contractor shall be responsible for proper use and care of City-owned equipment and tools.

11.2 Metro Connect Billing -
- Contractor shall charge all quick fix, routine, and preventive maintenance repairs performed on dedicated Metro Connect units 404 and 405. Through the first year of this contract, annual budget for these two busses shall be $68,000.00.
- Capital Investment - a budget of $127,000,00 shall be intended for Units 403, 404, 405 to each receive replacement engines and transmissions, air conditioning and heating systems overhaul, and suspension restoration by end of calendar 2017.
- Metro Connect units 237 and 403 are City of Brownsville B Metro rolling stock maintained by Metro McAllen. Occasionally either bus may require routine repair while stopped in Brownsville.

11.3 Operating Target services - Contractor shall provide all routine repairs or replacements that are normal for transit operations including but not limited to normal wear and tear, destination sign components and systems, doors, public address systems, tires, batteries, engines - subsystem and components, transmissions, drive trains, brakes, electrical systems & lighting, mobile radios and their installations, air-conditioning/heating systems.

11.4 Non-target services - Contractor shall provide Non-target services as directed/approved by B Metro administration or Fleet Maintenance Contract Manager for restoration/replacement of items, components, parts, and assemblies not considered normal routine repairs or maintenance. Parts, supplies, materials, other work delivered to B Metro as part of Contractor's Non-target services shall be paid by City on a net cost basis. Labor is not charged as a non-target cost unless it was performed as legitimate overtime or after normal shop business hours.

11.5 Directed Work - Fleet Maintenance Contract Manager may direct Contractor to perform additional tasks during this contract. Contractor shall perform such assignments in accordance with an agreed upon schedule and level of effort, but at rates of cost established in this contract.

11.6 Preventive Maintenance - Contractor shall have a preventative maintenance (PM) program in force, and appropriate PM plan for rolling stock, equipment and vehicles recorded on Attachment A and Attachment B and revisions or updates of those attachments within this contract. Contractor’s PM program shall be designed in accordance with all relevant manufacturers’ prescriptions - meeting their terms and conditions necessary to comply with the original equipment manufacturers’ (OEM)
specifications, or other applicable warranties and recommendations, and recognized industry standard fleet management practices. Upon execution of this contract, Contractor shall concurrently provide to Fleet Maintenance Contract Manager a hard copy and electronic copy of the preventive maintenance program tailored to B Metro’s fleet. The program shall fully describe PM levels and intervals, inspection forms and checklists that address rolling stock, equipment, vehicles and their respective subsystems. Contractor is responsible for proper use of the facility, as well as the care and security of City-owned equipment, tools and furnishings at its disposal.

11.7 Quality Assurance (QAP) –
- Contractor shall have a comprehensive QAP in force that establishes Contractor’s progressive commitment to delivering first class service, and must include provisions for meeting KPIs; maintaining quality workmanship – example: implementing use of covers, shoe covers, drop cloths, et cetera while performing vehicle interior maintenance; “early alerts”; providing superior level of customer service; reducing fleet costs; improving fleet availability; safety and reliability; ensuring PM compliance and on-time performance; maintenance and repair performance including improving miles between breakdowns and re-works; optimizing parts availability through Contractor’s “auto-reorder” process; technician training.
- Contractor’s QAP shall also implement a twofold survey system: (1) ...of individual operator satisfaction when vehicle or equipment has been serviced; (2) ...annual user satisfaction. These surveys shall be documented in writing, including critique cards, and results forwarded to the Fleet Maintenance Contract Manager.

11.8 Safety Management Program - Contractor shall have a written Safety Management curriculum that is taught to all personnel and includes a “Lock out/Tag out” program. Contractor shall maintain and follow throughout the contract period a safety and accident prevention program which meets requirements of Federal, State and local codes and all other authorities, such as FTA, having jurisdiction over this work.

11.9 Routine Maintenance and Repairs –
- Contractor shall conduct a road or appropriate operations test on all rolling stock, equipment, vehicles that have had safety related repairs or adjustments (e.g., brakes, steering, deadman, wheel chair lift, etc.) to verify repair efficacy and ensure operational safety and suitability prior to re-entering service.
- Daily fluid checks – Contractor shall be responsible for daily checking and topping off fleet fluid levels including coolant, hydraulics, and crankcase.
- Through its staffing design, Contractor shall be able to coordinate maintenance during low vehicle demand.

11.10 Outside Repairs, Subcontract(or), Sublet –
- Contractor shall have in place a Vendor Management Plan, and shall constantly monitor its vendors’ performance to ensure highest level of quality and service. Contractor shall evaluate Vendors’ performance based on cost, customer service, delivery, reliability and quality, and shall provide appropriate feedback to the vendor. Contractor shall meet periodically with City to review and/or revise the Vendor Management Plan, and Contractor shall seek final approval from City for any changes to ensure vendor repair option versus in-house repair remains justifiable.
- Contractor shall be responsible for arrangement and management of outsourced repairs that Contractor deemed not economically feasible if performed in-house. These repairs may include body work and painting, glass replacement, transmission and radiator maintenance. Contractor shall be responsible for paperwork, invoicing, quality control, vehicle or equipment transportation, vehicle or equipment security, et cetera. Subcontractor/sublet invoicing will be accepted solely by Contractor. Contractor shall be responsible for requiring subcontractors to
have sufficient current liability insurance coverage. Fleet Maintenance Contract Manager may periodically review full scope of subcontractor/sublet repair activity to verify justification and adequacy of their work.

11.11 Rolling stock, equipment, vehicle preparation and disposal
- Contractor may be directed to prepare newly acquired assets for service entry. Preparation may include inspection and upfit of equipment.
- Rolling stock, equipment and vehicles intended for disposal through City sale may be prepared for disposition by Contractor. Preparation may include removal of tags, decals, equipment; relocation to sale site.

11.12 Accidents, repairs
- Contractor shall be responsible for addressing each accident or damage to B Metro rolling stock, equipment or vehicle from first report through return to service. Upon new discovery Contractor shall report any incident or accident to Fleet Maintenance Contract Manager or B Metro administration.
- Contractor shall be responsible for obtaining and processing accident damage appraisals, quotations and repairs, ensuring repairs are top quality and timely. Contractor may be required to obtain three (3) competitive repair quotes for each accident, and shall be responsible for administration and payment of repair invoices. Accident repairs, accident-related towing, etc. are not considered within Operating Target.

11.13 Towing/Transporting Rolling Stock, Equipment, or Vehicles – Contractor’s sublet for towing must be a licensed and insured company.
These tow services shall be considered within Operational Target:
- Retrieval from breakdown for target repair reason
- Transport to/from sublet vendor for target service outsourced by Contractor
- Transport to auction or other disposal
- Transport to/from vendor for warranty service.

These services may be considered Non-target:
- Retrieval from breakdown for a non-target repair reason
- Transport to/from sublet vendor for non-target service outsourced by Contractor.

11.14 Repairs and Preventative Maintenance (Section 11.6) Programs – Contractor shall ensure all repairs and PMs are performed thoroughly, correctly, and within 48 hours – excepted extenuating circumstances considered. Repairs and PMs shall be performed using new fluids, lubricants, filters, and new or remanufactured parts, components, systems, etc. that meet or exceed OEM standards. If Fleet Maintenance Contract Manager determines a part or product being supplied is substandard, City reserves the right to require a specific substitute to be used. Additionally, Fleet Maintenance Contract Manager may specifically approve product lines or changes to product lines before they are introduced for use. The repairs and PM programs are the heart of this contract’s scope of service, and shall be designed and implemented to promote to at least full duty cycle B Metro’s rolling stock, equipment, and vehicles. During all repairs and PMs Contractor shall take the additional measure of thoroughly inspecting the vehicle, equipment, to identify any other or unanticipated deficiency/ies and make corrective action prior to the vehicle’s, equipment’s regarding repairs and PMs:
(a) Specific repairs shall be made as required in accordance with Good Fleet Management Practice.
(b) To prevent conflict or shortage of rolling stock for revenue service, PMs shall be scheduled and coordinated one business day in advance with B Metro Operations. Contractor’s PM
processes include, but are not limited to fluid replacement and lubrication, fire wires, wheelchair ramps and lifts, tires (name brands), brake systems, air conditioning and heating.
(c) Contractor shall adhere to its PM program and plan for all rolling stock, equipment, and vehicles.
(d) Contractor shall arrange annual D.O.T. or Texas state vehicle safety inspections one month prior to each vehicle’s registration renewal expiration month.
(e) Contractor shall submit to Fleet Maintenance Contract Manager a monthly “No-Show” PM report for vehicle, equipment re-scheduling. In the event of vehicle or equipment repeated No-shows, Contractor shall submit to Fleet Maintenance Contract Manager a monthly “No-Show” report for signature/acknowledgment.
(f) While estimating the cost of a routine repair or PM the Contractor deems it not to be cost effective in comparison to the fair market value of a unit, Contractor shall formulate a recommendation and present it to the Fleet Maintenance Contract Manager.

11.15 Road Call – General - Upon receipt of a fixed route or para-transit road service call request, Contractor may directly determine a Quick Fix will be in order to promptly return the vehicle to service. However, if it is immediately determined the breakdown is beyond the efficacy of a Quick Fix, to support uninterrupted revenue service and operational continuity, Contractor will select an appropriate spare bus, if available along ready lines adjacent to the facility, and deliver it to the location of the breakdown: La Plaza at Brownsville terminal, along a fixed route or para-transit itinerary, or miscellaneous locale.

11.16 Road Call, B Metro – During maintenance facility hours of operation (business hours) Contractor shall be prepared to respond to B Metro rolling stock, equipment or vehicle urgent or emergency road service calls. During B Metro revenue service hours 6:00 a. m. to 8:30 p. m. daily, Contractor’s response time should not exceed thirty (30) minutes. For B Metro road call requests received during facility hours of operation but outside the revenue service period, Contractor’s response time should not exceed sixty (60) minutes. Contractor shall have and maintain its own vehicle designed and designated for road call support. Contractor’s response time to B Metro road call requests after hours should not exceed sixty (60) minutes.

11.17 Road Call, Metro Connect – Contractor shall be prepared to respond to Metro Connect Red Line rolling stock road calls during the service’s daily hours of operation 5:30 a. m. to 9:00 p. m. Contractor’s response time should be one (1) hour. Contractor may expect the maximum road call travel distance to be approximately 33 roadway miles from Brownsville via I-69E / US 77/83 and I-2 / US 83 to the east city limit of La Feria, Texas.

Although Metro Connect Blue Line utilizes City of Brownsville–owned busses, City of South Padre Island, Texas is responsible for supplying drivers, fuel, repairs, PMs. Contractor may expect infrequent road calls to assist this service.

11.18 Quick Fix - Contractor shall determine whether quick fix is in order. Quick Fix services may include but are not limited to, wiper blade replacement, fuses and light bulb replacement; fluid top-off. This service shall be continuously available during normal hours of operation. In the event the quick fix is intended for rolling stock that has entered revenue service or is about to, the repair shall be considered priority.

11.19 Warranty/Warranties –
(a) Contractor shall administer all warranties offered by equipment or vehicle manufacturers, or subcontracted repairs, and shall seek and receive any and all applicable reimbursements. Payments or adjustments received by Contractor for warranty or recall work, all parts and labor, shall be credited to City. Contractor is encouraged to obtain authorization from the various vehicle and equipment
manufacturers to perform in-house warranty work on B Metro rolling stock, equipment and vehicles. All warranty reimbursements and core allowances must be credited to City of Brownsville, and reported monthly. These reports shall be stand-alone and available to Fleet Maintenance Contract Manager upon request or at least monthly. Records of all warranty transaction shall be tracked closely and reported in Contractor’s fleet management information system.

(b) Contractor repair or replacement warranties for parts (except manufacturer’s warranty) and labor:
   • Engine overhaul or component repair/replacement – 12 months or OEM/Vendor warranty
   • Transmission overhaul or component repair/replacement – 12 months or OEM/Vendor warranty
   • Braking system overhaul or component repair/replacement – 6 months
   • Electronic systems- OEM/Vendor warranty
   • General repairs - OEM/Vendor warranty

11.20 Re-work - Contractor shall identify and track multiple repairs for the same deficiency on the same asset and shall not include costs of re-work in monthly billing and statements. Re-worked parts and labor costs shall be calculated and reimbursed or credited to City. If Contractor fails to address a warranted issue or voids a warranty, Contractor will be responsible for full cost of repair and any future associated repairs.

11.21 Storage of POL, coolants and chemicals – Contractor shall manage and maintain supply storage drums and containers within City-approved designated, demarked locations inside the facility, ensuring emplacement and utilization of secondary containment where necessary, and manage and maintain records of their storage, processing and disposal. Contractor shall have formal standard operating procedures that address maintaining environmental compliance, spill containment and spill release.

11.22 Waste Disposal, Environmental Management –
   • Except for bulk refuse dumpsters, unless otherwise authorized by Fleet Maintenance Contract Manager, Contractor is not entitled to store outside the facility.
   • Contractor shall be responsible for proper storage, management, inventory, disposal, and recycling of all facility waste including petroleum, oils, lubricants, coolants, used absorbent, batteries, tires, metal, glass, plastic, and obtaining the services of bona fide vendors for the collection and removal of the waste as it generates over the course of this contract. Contractor shall manage and maintain complete and updated records of all recycling, and hazardous chemicals and waste collection and disposal. These records must reflect materials' origins, use, transportation, and ultimate distribution and disposal. All disposal and recycling shall be in accordance with current City, State and Federal laws/EPA regulations. Contractor relieves City of Brownsville, B Metro of liability regarding any and all actions related to waste disposal and recycling at 700 Jose Colunga, Jr. facility and along any road call response. All hauling and waste disposal fees are responsibility of Contractor. Contractor shall credit City for all income generated from any recycling activities.

11.23 Training –
   • Contractor shall ensure its corporate-sanctioned written Hazard Communication Program, tailored to B Metro’s transit fleet maintenance operation and the facility, is current and all personnel trained. Hazard Communication Program training should include: proper storage, handling, and disposal techniques of hazardous materials in the workplace, Hazard Communication Program emergency protocols, review of pertinent Safety Data Sheets and their location within the facility, fuel handling and storage. Contractor shall maintain accurate documentation of all initial and recurrent Hazard Communication Program and safety training.
   • (Section 11.21) Contractor shall have formal standard operating procedures that address maintaining environmental compliance – including documentation of Contractor’s monthly inspections, spill containment, spill release.
• Contractor’s technicians shall have minimum standard 40 hours of technical training per year.

11.24 Fueling System Administration –
• Contractor shall provide a fueling system administrator to oversee and manage B Metro’s fueling facility, to include monitoring (electronically), receiving fuels and other deliveries, coordinating related activities with Fleet Maintenance Contract Manager. Contractor’s fueling system administrator shall possess a current TCPA Class A and Class B UST/Above Ground Tank (AGT) Facility Operator Training Course certificate.
  o Monitoring Vecher-root system.

11.25 Other Services - Contractor shall provide the following services within Operating Target:
• Processing of accident repairs, (e.g., obtaining appraisals and repair bids, transporting vehicle to/from repair site, payment of invoice and inspection of completed work, etc.);
• New rolling stock, equipment and vehicle preparation;
• Retired rolling stock, equipment and vehicle disposition;
• Wrecker service;
• Assistance creating rolling stock, equipment or vehicle specifications;
• Employee on-the-job training;
• Technician ASE or equivalent certifications program;
• Rolling stock, equipment, and vehicle assessments;
• Assist management and maintenance of B Metro UST / AGT fuel system;
• Provide service equipment (vehicle)
• Transit bus factory Build Line Inspection (BLI) Service and reporting

11.26 Facility hours of operation and staffing –
• Contractor’s facility shall be open and fully operational to accept fleet rolling stock and equipment for service or repair at least every scheduled B Metro operational day. Shop daily hours shall be 4:00 a.m. to 11:00 p.m., Monday through Saturday.
• Contractor shall provide to Fleet Maintenance Contract Manager a week’s facility staffing calendar showing the two daily work shifts. Contractor shall notify the Fleet Maintenance Contract Manager of any changes to that schedule.
• Contractor will become available during an Emergency Response/declaration by the City of Brownsville, the State of Texas, or the Federal Government.

11.27 Holidays - Contractor may observe holidays in accordance with B Metro’s revenue service holiday schedule, but meanwhile must maintain “road call” capability for pertinent ongoing Metro Connect service.

SECTION 12 – RECORDS

12.1 Fleet Management Information System (FMIS) - Contractor shall own, install, implement and maintain the FMIS record-keeping and reporting system for all services being contracted. FMIS shall provide records of all repairs and servicing activities performed for all rolling stock, equipment, plus information pertaining to inventory, personnel, asset management, etc. to ensure to measure productivity. Contractor shall allow Fleet Maintenance Contract Manager online internet portal read-only but unrestricted access to the FMIS and data contained therein throughout this contract. All FMIS database pertaining to B Metro’s fleet shall be owned by City of Brownsville B Metro, and those files will be
transferred at the direction of City of Brownsville B Metro upon completion of the contract.

12.2 Management Report - Contractor’s FMIS shall provide available reports including the following as requested by the City of Brownsville:

- Maintenance cost reports of the fleet – grouped or individually
- All work orders, which must include accurate
- in/out dates and times, from arrival at facility to completion of repair and test
- odometer and hubometer mileages
- complete, articulate and detailed descriptions of work performed, road calls, tows, sublets
- Work orders report
- Breakdowns report
- PM scheduling and performance reports
- Inventory levels
- Re-works report

12.3 Consolidated Management Report – Contractor shall provide to Fleet Maintenance Contract Manager a monthly Consolidated Management Report that will include, but not be limited to:

- Maintenance costs for the month compared to operational target costs
- Net attainment/deficiency in each performance area, and year-to-date dashboard
- Non-targets costs, including accidents, et cetera
- Abuse/misuse – discovery, indication of abuse and excessive wear & tear beyond normal
- Quantity of shop orders
- Quantity and categories of Road Calls
- Quantity of PMs scheduled, completed
- Subcontractors/sublets cumulative report
- Downtime by type or B Metro division
- Total labor hours expended
- Total parts cost
- Accident / problems summary
- Performance Standards report

Contractor shall provide to Fleet Maintenance Contract Manager their monthly KPI report.

12.4 General Records and Files - Contractor shall organize, maintain, and store within its facility office: cabinets or drawers containing service manuals, service bulletins, lubrication charts, et cetera, and original files of the following, to be available for inspection per Section 8 of this contract –

- Unit history – Contractor shall organize folders containing individual original records of history, inspections, DVCRs, correspondence, and maintenance performed for each unit and their subsystems.
- Deferred Maintenance Module – In addition to Contractor’s Deferred Maintenance Module, placed adjacent to the individual unit history folder is another folder solely for original itinerant DVCRs or other documentation of pending maintenance.

SECTION 13 - FACILITY EQUIPMENT AND INVENTORY

13.1 Building and Maintenance – Contractor’s base of operation is the maintenance facility which is leased from City, remaining City’s property, for the duration of this contract. City shall be responsible
for utility costs, necessary repairs, maintenance, building permits and inspections, certifications, renovations and replacements to facility structure thereof, but excluding housekeeping, janitorial cleaning and supplies. Contractor housekeeping and janitorial areas of responsibility include work bays, parts room, offices, restrooms, break rooms, oil/grease collection equipment, traps, pits, separators, and shall be kept in clean, orderly, and operational manner at all times. Specific to oil/grease collection equipment - Contractor shall invoice B Metro through Non-target billing. Contractor’s housekeeping, janitorial cleaning and supplies expenses fall within Operational Target.

13.2 Facility equipment - City provides Contractor use of City-owned equipment listed in Attachment B, or its subsequent revisions, of this contract, which is determined and verified by joint audit between Contractor and Fleet Maintenance Contract Manager. Contractor shall maintain in good working order and current certification all City-owned facility equipment under agreement, such as compressors, lifts, pumps, fans, tools and equipment, and at its expense replace any that are lost or rendered unuseable due to Contractor misuse, abuse, or neglect. City shall at its expense promptly arrange repair or replacement of tools rendered unuseable due to reasonable wear and tear, and facility equipment that has reached normal service life through prescribed preventive maintenance intervals.

13.3 Parts inventory and availability - Contractor shall procure, stock, own and maintain an adequate inventory - through Contractor’s “auto-reorder” process - of appropriate size and composition of new fluids, lubricants, supplies, materials, new or remanufactured/rebuilt parts, components, systems, et cetera, that meet OEM standards, that are required for the operation, maintenance and sustainment of B Metro’s rolling stock and equipment in accordance with generally accepted parts management practices. Contractor shall monitor and track in detail its inventory through FMIS capable of generating a complete report by part number and cost, and rate of disbursement. In the event City determines a part or product being supplied does not meet its needs or is of inferior quality, City may require of Contractor a specific substitute to be used. City may specifically approve all product BLs or changes to product lines before they are introduced for use. Contractor warrants the greater of sixty (60) days or manufacturer’s/manufacturer’s/supplier’s guarantee for products and parts supplied to B Metro.

SECTION 14 - SECURITY

14.1 Rolling stock, equipment, vehicles - Contractor shall secure B Metro rolling stock, equipment and vehicles under its care, and shall be responsible for damage or loss attributed to its actions or negligence. Contractor’s commitment to security and preventing damage includes ensuring rolling stock and equipment doors are closed.

14.2 Facility - At its expense Contractor may change maintenance facility lock cylinders and padlocks upon approval of B Metro management or Fleet Maintenance Contract Manager, and shall immediately provide to B Metro three duplicate keys. Contractor shall be responsible for securing or locking the facility and property access gates at end of the business day.

SECTION 15- TERMINATION BY DEFAULT

15.1 Remediation; Deficiencies - In the event Fleet Maintenance Contract Manager determines evidence of unsatisfactory performance and material deficiencies in Contractor’s work product or generally not meeting KPIs or scope of work pursuant this contract, Fleet Maintenance Contract Manager shall notify Contractor in writing of all prevailing issues. Within thirty (30) business days of receipt of such notice Contractor shall have, at no additional expense to City, corrected or taken reasonable steps toward correcting the deficiencies identified, including, if necessary, increasing its work force and/or tools and equipment complement, modifying its procedures, et cetera. If Contractor
fails to satisfactorily correct any material deficiencies within thirty (30) business days of such notification, City may declare with just cause Contractor's default of this contract.

15.2 Termination - City may terminate this contract in the event Contractor becomes insolvent. City or Contractor may terminate this contract for reason of default by submitting written notice thereof, specifying with particularity each such default. The party in default shall have thirty (30) days after submittal or receipt of notice to cure or take reasonable steps to cure the default. If the party in default fails to cure or take reasonable steps to cure the default within the thirty (30) day period, the other party may declare this contract terminated. Contractor may terminate this contract if delinquent payment continues for thirty (30) days after date of past due notice was served City.

15.3 Non-liability of Contractor - Subcontractor/sublet default aside, Contractor will not be faulted, considered negligent or liable for excess costs in case of failure to satisfactorily perform or meet its obligations under this contract due to extraordinary causes beyond its control such as Acts of God, act of public enemy, fire, flood, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather conditions which render road conditions unsuitable for safe operation. If Contractor's default is attributed to subcontractor's/sublet's default caused by similar extraordinary cause(s) beyond their control, Contractor will not be faulted, considered negligent or liable. In that event, at no additional expense to City, Contractor shall expeditiously utilize alternate subcontractor/sublet or acceptable source for supplies, parts or service.

15.4 Excuse - After receipt of Notice of Termination by Default Contractor is subsequently determined by City to not have been in default, or the default was deemed excusable, the rights and obligations of City and Contractor will be those promulgated in Section 16.

15.5 Rights and Remedies - City's rights and remedies will not be exclusive and are additional to any other rights and remedies provided by law or under this contract.

15.6 Notice of Intent Not to Renew - Contractor shall recognize service it provides to City of Brownsville B Metro are critical and continuous, without interruption, through the end or expiration of the contract or until a successor contractor takes over. In the event Contractor intends to not renew the contract at its expiration, Contractor shall provide to City written notice of such intent at least six (6) months prior to expiration of the contract. If Contractor fails to provide to City the required timely notice, City shall reserve the right to require Contractor to continue their full performance under the terms of this contract for a period of up to six (6) months from the date of receipt of written notice of intent or from the date of the expiration of the agreement, whichever is earlier.

SECTION 16 - TERMINATION FOR CONVENIENCE

Termination For Convenience - City or Contractor may terminate this contract with ninety (90) days prior written notice with or without cause. Notice of Termination for Convenience may include elements mentioned in Section 15. Upon Termination for Convenience City shall pay Contractor for City-authorized costs, expenses, supplies, services - including subcontractor/sublet, incurred and rendered through termination of the contract. Costs, expenses, fees, et cetera incurred after termination of the contract shall be the responsibility of the former Contractor. In the event of Termination for Convenience Contractor shall not be entitled to any portion of savings incentive share with City.

SECTION 17 - LICENSES

Contractor shall be responsible for obtaining all required permits, and professional, software, statutory,
proprietary licenses necessary for full performance and compliance with this contract and its implications, and any applicable Federal, State, County and City laws, codes, ordinances, promulgations and regulations. Contractor shall be responsible for fault, negligence or disregard in this matter and for any harm or damage to persons or property resulting from its fault, negligence or disregard.

SECTION 18 - FORCE MAJEURE

Contractor shall be transiently excused in cases of acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for the purpose of emergency repairs, strikes, or any other industrial, civil or public disturbances of any type or nature whatsoever that will cause Contractor's inability to perform any requirements of this contract. Contractor is relieved of any liability or costs incurred by City, its employees, agents, offices and any members thereof, for its inability to perform under the circumstances contained in this provision.

SECTION 19 - NOTICES AND COMMUNICATIONS

Any written notice to be given hereunder by either party to the other party shall be effected by certified mail, return receipt requested.

- Notice to Contractor shall be sufficient if made or addressed to Senior Vice President, First Transit, Inc., 600 Vine Street, Suite 1300, Cincinnati, Ohio, 45202.
- Notice to City shall be sufficient if made or addressed to City Manager or Director of Purchasing & Contract Services Department, City of Brownsville, PO Box 911, 1001 E Elizabeth St., Brownsville, TX 78520.

Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this Section.

SECTION 20 - APPLICABLE LAWS

This Contract shall be governed exclusively by the laws of the State of Texas and the courts thereof. The parties further stipulate that this contract was entered into in Cameron County, Texas and that proper venue lies exclusively with the District and County Courts of Cameron County, Texas.

SECTION 21 - NONDISCRIMINATION

Contractor agrees it shall not in any manner discriminate against, intimidate, or prevent the employment of any person, or on being hired, prevent or conspire to prevent any person from the performance of work under this contract on account of race, color, creed, religion, national origin, age or gender, or in knowing violation of any Federal, State, Local or City law or regulation.

SECTION 22 - NON-APPROPRIATION

City of Brownsville reasonably believes that funds can be obtained sufficient to make all contract payments due during the term of the contract. City hereby agrees it will do all things lawfully within its power to obtain and maintain funds from which contract payments may be made, including making provisions for such payments to the extent necessary in each annual budget submitted for the purpose of obtaining funding, and using its bona fide best efforts to have such portion of the budget approved.
SECTION 23 - PERFORMANCE

RIGHT TO REQUIRE PERFORMANCE - City of Brownsville’s failure at any time to require performance of any provisions hereof by Contractor shall in no way affect the right of City to enforce same, nor shall any waiver by City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 24 - ENTIRE AGREEMENT

This contract represents the entire agreement and understanding between City and Contractor, and may not be modified except in writing signed by both parties.

SECTION 25 - AMENDMENTS

Amendments to this contract may be made in writing duly executed by both parties and in accordance with City rules and regulations and other applicable laws and ordinances.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and year first written above.

CONTRACTOR: FIRST TRANSIT, INC.

By: 

Dale R. Domish
Senior Vice President

CITY OF BROWNVILLE

By: 

Charlie Cabler
City Manager

Attest:

Michael Lopez, City Secretary

Approved as to form and legality:

City Attorney

[Signatures and dates included]
### ATTACHMENT A

Brownsville Metro – Fleet (rolling stock, equipment, vehicles)

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<th>Qty</th>
<th>Vendor</th>
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<td>3</td>
<td>Gillig</td>
<td>Low Floor</td>
<td>2008</td>
<td>Fixed Route - Heavy Duty</td>
<td>35 ft.</td>
</tr>
<tr>
<td>2</td>
<td>Startrans</td>
<td>Ford E-350 cutaway</td>
<td>2008</td>
<td>Fixed Route or Paratransit</td>
<td>seat 13</td>
</tr>
<tr>
<td>1</td>
<td>ARBOC</td>
<td>Chevrolet 4500 cutaway</td>
<td>2011</td>
<td><strong>Metro Connect Red Line (Unit 403)</strong></td>
<td>seat 23</td>
</tr>
<tr>
<td>1</td>
<td>ARBOC</td>
<td>Chevrolet 4500 cutaway</td>
<td>2012</td>
<td>Metro Connect Red Line</td>
<td>seat 23</td>
</tr>
<tr>
<td>1</td>
<td>ARBOC</td>
<td>Chevrolet 4500 cutaway</td>
<td>2013</td>
<td>Metro Connect Red Line</td>
<td>seat 23</td>
</tr>
<tr>
<td>2</td>
<td>Gillig</td>
<td>Low Floor</td>
<td>2014</td>
<td><strong>Metro Connect Green Line (Unit 237)</strong></td>
<td>seat 35 ft.</td>
</tr>
<tr>
<td>2</td>
<td>Gillig</td>
<td>Low Floor</td>
<td>2016</td>
<td>Fixed Route – Heavy Duty</td>
<td>35 ft.</td>
</tr>
<tr>
<td>1</td>
<td>Goshen</td>
<td>Chevrolet 5500 cutaway</td>
<td>2008</td>
<td>Fixed Route (or Metro Connect)</td>
<td>seat 26</td>
</tr>
<tr>
<td>1</td>
<td>Champion</td>
<td>Chevrolet 5500 cutaway</td>
<td>2009</td>
<td>Fixed Route (or Metro Connect)</td>
<td>seat 26</td>
</tr>
<tr>
<td>2</td>
<td>Champion</td>
<td>Ford E450 cutaway</td>
<td>2008</td>
<td>Paratransit – Light duty</td>
<td>seat 13</td>
</tr>
<tr>
<td>2</td>
<td>Champion</td>
<td>Ford 450 cutaway</td>
<td>2011</td>
<td>Paratransit – Light duty</td>
<td>seat 13</td>
</tr>
<tr>
<td>2</td>
<td>Glaval</td>
<td>Ford E450 cutaway</td>
<td>2015</td>
<td><strong>Metro Connect Blue Line (Units 406 and 408)</strong></td>
<td>seat 13</td>
</tr>
<tr>
<td>2</td>
<td>Champion</td>
<td>Chevrolet 3500 cutaway</td>
<td>2013</td>
<td>Paratransit – Light duty</td>
<td>24 ft.</td>
</tr>
<tr>
<td>2</td>
<td>Champion</td>
<td>Chevrolet 3500 cutaway</td>
<td>2016</td>
<td>Paratransit – Light duty</td>
<td>seat 13</td>
</tr>
<tr>
<td>1</td>
<td>Ford</td>
<td>F800 brush truck</td>
<td>1994</td>
<td>Support – Route Maintenance</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Ford</td>
<td>E350 14-passenger van</td>
<td>2006</td>
<td>Support</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Chevrolet</td>
<td>Silverado 3500</td>
<td>2007</td>
<td>Support – Route Maintenance</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Chevrolet</td>
<td>Silverado 3500</td>
<td>2009</td>
<td>Support – Route Maintenance</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Ford</td>
<td>Explorer XLS</td>
<td>2002</td>
<td>Support – Administration</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Chevrolet</td>
<td>Malibu LS</td>
<td>2012</td>
<td>Support - Administration</td>
<td></td>
</tr>
</tbody>
</table>
## ATTACHMENT B

Brownsville Metro fleet – Maintenance Facility City-owned Equipment

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Code</th>
<th>Description</th>
<th>Number of Quantity</th>
<th>Cost per Unit</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>68</td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The table contains detailed descriptions of the city-owned equipment and their respective quantities and costs. Each entry in the "Cost per Unit" column represents the individual cost of each piece of equipment, while the "Total Cost" column sums up the costs for each item.
ATTACHMENT C

Operational Target Budget

Year One Budget

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parts and Supplies</td>
<td>$506,662</td>
</tr>
<tr>
<td>Labor Cost</td>
<td>$596,089</td>
</tr>
<tr>
<td>Overhead</td>
<td>$140,819</td>
</tr>
<tr>
<td>Transition Cost</td>
<td>$0</td>
</tr>
<tr>
<td>Administrative Costs</td>
<td>$79,973</td>
</tr>
<tr>
<td>Management Service Fee</td>
<td>$79,966</td>
</tr>
</tbody>
</table>

TOTAL FIRST YEAR OPERATIONAL $1,403,509

Hourly labor: $39.75  Overtime hourly labor: $49.75
Eligible parts and supplies through directed work: cost plus 5%