



July 20, 2021

Notice is hereby given of a Regular Meeting of Nacogdoches City Council to be held on the above date via videoconference, with the opportunity to appear in person in the City Council Chambers of City Hall, 202 East Pilar Street, Nacogdoches, Texas, with a Work Session beginning at 4:00 p.m. and Regular Session beginning at 5:30 p.m. for the purpose of considering the following agenda items.

In accordance with Orders of the Governor due to the COVID-19 pandemic, the City of Nacogdoches City Council meeting will be deemed as being conducted via teleconference or videoconference. However, some City Council Members may attend virtually, while others may be present in the above stated physical location. Regardless, the meeting will be streamed live at <https://www.nactx.us/21> There will be an opportunity for the public to comment on agenda items either by teleconference or in person in Council Chambers. For those attending in person, strict adherence to COVID-19 related CDC guidelines will be enforced at all times.

Members of the public who wish to submit comments by telephone on a listed agenda item must contact the City Secretary's office by email at vinsonj@nactx.us or by calling 936-559-2506 and providing their name, telephone number and relevant agenda item upon which they wish to speak. All requests to make comments by telephone must be received by 12:00 p.m. on July 20, 2021. For all timely requests received, staff will call the submitted phone numbers directly during the meeting when the corresponding item comes up for comment. NOTE: The incoming phone call from City staff will be an unfamiliar number.

**PLEASE LIMIT PRESENTATIONS TO THREE MINUTES
(UNLESS PRIOR APPROVAL IS OBTAINED)**

1. Call to order.
2. Pledge of Allegiance.
3. WORK SESSION:
 - A. Presentation of Department Budgets for Fiscal Year (FY) 2021-2022. (City Manager and Finance Director)
 - B. Receive a report, have a discussion, and provide direction regarding supplemental budget requests for new programming and services. (Finance Director)
4. Open Forum.
5. Items to be removed from Consent Agenda.
6. **CONSENT AGENDA:** Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider approval of minutes for June 29, 2021, June 30, 2021 and July 6, 2021 City Board Interviews and July 6, 2021 regular meeting. (City Secretary)

- B. Consider approval of appointment by East Texas Regional Water Planning Group as Political Subdivision for Region I; to submit 2021-2026 6th Cycle Application for Regional Water Planning and enter into contract with Texas Water Development Board to administer grant if awarded. (Grant Coordinator)
- C. Consider approval of a budget amendment ordinance amending Ordinance No. 1835-09-20 appropriating various amounts in accordance with budget adopted for ensuing fiscal year beginning October 1, 2020 and ending September 30, 2021. This budget amendment is to receive and expend funds from the Airport Coronavirus Relief Grant Program Number 21CRNACOG under the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act. (Airport Manager)
- D. Consider approval of a Memorandum of Understanding between the City of Nacogdoches and McCreary, Veselka, Bragg and Allen, P.C. for the purpose of assisting with the City's participation in the Scofflaw Program. (City Attorney and Municipal Court Judge)
- E. Consider approval of an Interlocal Agreement by and between the City of Nacogdoches and the Texas Department of Motor Vehicles for Scofflaw Services. (City Attorney and Municipal Court Judge)
- F. Consider approval of a Temporary Worker Services Contract with Advance'd Temporaries, Inc./A.T. Staffing and authorize the City Manager to execute necessary documentation. (Human Resources Generalist)

7. **REGULAR AGENDA:**

- A. Consider approval of the City's partially self-funded health insurance plan and ancillary benefits and authorize the City Manager to execute any and all necessary renewal/contract documents. (Jeff Summers, BancorpSouth Insurance Services)
- B. **Public Hearing:** Consider a Zone Change from R-4, Multi-Family to MD, Medical for Lot 12-A, City Block 40, located at 813 North Mound Street. This request has been submitted by Robin Miller of Hettie Legg & Associates, LLC. Case File ZON2021-05. (City Planner)
(THE APPLICANT FORMALLY WITHDREW THIS ZONE CHANGE REQUEST ON JULY 12, 2021)
- C. **Public Hearing:** Consider a resolution directing City staff to file an application under Code of Ordinance 118-137(c)(1) to amend the boundaries of a zoning district within the City of Nacogdoches from R-4 Multi-Family to R-2 Single Family, for Lot 12 City Block 41 located at 1102 Logansport Street which was previously considered by the City Council at the request of R.J. Bohac, on August 18, 2020. (Council Member - Northeast Ward) **(COUNCIL MEMBER BELANGER IS REQUESTING A CONTINUATION OR POSTPONEMENT TO A DATE CERTAIN.)**

- D. Have a discussion and provide direction regarding the development of an Inclusion and Diversity Program for the City of Nacogdoches. (Council Member - Northwest Ward and City Manager)

8. Executive Session:

- A. Deliberation regarding Economic Development negotiations under Government Code Section 551.087 as follows:

- 1. Discuss or deliberate regarding commercial or financial information the City has received from business projects the City body seeks to have locate in the City of Nacogdoches and with which the City is conducting economic development negotiations; and
- 2. Deliberate offer of financial or other incentive to business prospects described by Subdivision 1 above.

9. Open for action, if any, on Executive Session item(s).

10. Adjourn.



Jan Vinson, City Secretary



This agenda is posted as required under G. C. Section 551.041. For more information or a copy of the Open Meetings Act, please contact Attorney General of Texas at 1-800-252-8011; City Secretary at 936/559-2506 or visit City of Nacogdoches web site at www.nactx.us.

CERTIFICATION

I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas on July 15, 2021 at 2:30 p.m. and remained posted until meeting convened.

Jan Vinson, City Secretary



City Council Meeting

Date: July 20, 2021

Agenda Item: 3.A.

PRESENTER: Pam Curbow, Finance Director

ITEM/SUBJECT: Presentation of Department Budgets for Fiscal Year (FY) 2021-2022. (City Manager and Finance Director)

SUMMARY/BACKGROUND: Since early March, the City staff have been in the budget development process for fiscal year (FY) 2021-2022. The budget process has been completely changed for the upcoming year. In years past the City Manager has presented the entire City budget to City Council. This year, the Department Heads and their staff will have a greater role in presenting their budgets to City Council. This year, July 13 and July 20 have been designated as work sessions for Departments to present their budgets.

On July 13, the following departments presented the FY 2021-2022 Proposed Budgets to City Council: Police Department, Fire Department, Public Works, Municipal Court, Economic Development, and Conventions and Tourism.

On July 20, the following departments will present the 2021-2022 Proposed Budgets for the following departments: Community Services, Finance Department, Information Technology, Utility Billing, Human Resources, Legal Services, City Council, City Manager and City Secretary.

FINANCIAL:

No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Not Applicable

CITY CONTACT: Mario Canizares, City Manager
canizaresm@nactx.us
936-559-2501

Pam Curbow, Director of Finance
curbowp@nactx.us
936-559-2526

ATTACHMENTS:



City Council Meeting

Date: July 20, 2021

Agenda Item: 3.B.

PRESENTER: Pam Curbow, Finance Director

ITEM/SUBJECT: Receive a report, have a discussion, and provide direction regarding supplemental budget requests for new programming and services. (Finance Director)

SUMMARY/BACKGROUND: On July 13, 2021 and July 20, 2021 City Departments presented their proposed 21/22 budget requests. The Finance Director will present a summary of supplemental requests for new programming and services. City Council will discuss which, if any, of these new programs will be included in the draft budget.

FINANCIAL:

No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Not Applicable

CITY CONTACT: Pam Curbow, Finance Director
curbowp@nactx.us
936-559-2526

ATTACHMENTS:



City Council Meeting

Date: July 20, 2021

Agenda Item: 6.A.

PRESENTER: Jan Vinson, City Secretary

ITEM/SUBJECT: Consider approval of minutes for June 29, 2021, June 30, 2021 and July 6, 2021 City Board Interviews and July 6, 2021 regular meeting. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Not Applicable

CITY CONTACT: Jan Vinson, City Secretary
vinsonj@nactx.us
936-559-2506

ATTACHMENTS:

1. Board Interviews Minutes 06.29.21
2. Board Interviews Minutes 06.30.21
3. Board Interviews Minutes 07.6.21
4. Regular Meeting Minutes 07.06.21



MINUTES
Board Interviews
Nacogdoches City Council
January 29, 2021 – 2:15 p.m.
City Hall
202 E. Pilar Street

PRESENT: Mayor Jimmy Mize, Council Member Amelia Fischer, Council Member Roy Boldon, Council Member Kathleen Belanger, Council Member Jay Anderson and City Secretary Jan Vinson.

Mayor Mize called meeting to order at 2:15 p.m.

Board Interview Committee, consisting of City Council Members, interviewed following applicants interested in serving on City boards/commissions:

Todd Petershagen
Farrar Bentley
Perky Beisel
Ruth Carroll
Jack Nelson
Judy Kugle
Taylor Bradford
Sarah Jones
Jan Tracy
Amanda Daugherty
Christina Ward

No appointments were made at this meeting.

Adjourned at 5:50 p.m.

Mayor Jimmy Mize
City Council
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary



MINUTES
Board Interviews
Nacogdoches City Council
June 30, 2021 – 2:15 p.m.
City Hall
202 E. Pilar Street

PRESENT: Mayor Jimmy Mize, Council Member Amelia Fischer, Council Member Roy Boldon, Council Member Kathleen Belanger, Council Member Jay Anderson and City Secretary Jan Vinson.

Mayor Mize called meeting to order at 2:15 p.m.

Board Interview Committee, consisting of City Council Members, interviewed following applicants interested in serving on City boards/commissions:

George Middlebrook
Sarah Dugan
Benjamin Sullivan
Lily Phou
Wanda Mouton
Shannon Conklin
Barry Bell
Suzanne McGuire
Tyrell Grohman
Jana Redfield
Martha Rogers
Peggy Greer
Alex Ranc
Brent Ivey
Stephanie Elswick
Bo Miller

No appointments were made at this meeting.

Adjourned at 6:15 p.m.

Mayor Jimmy Mize
City Council
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary



MINUTES
Board Interviews
Nacogdoches City Council
July 6, 2021 – 4:30 p.m.
City Hall
202 E. Pilar Street

PRESENT: Mayor Jimmy Mize, Council Member Amelia Fischer, Council Member Roy Boldon, Council Member Kathleen Belanger, Council Member Jay Anderson and City Secretary Jan Vinson.

Mayor Mize called meeting to order at 4 p.m.

Board Interview Committee, consisting of City Council Members, interviewed following applicants interested in serving on City boards/commissions:

Larry King

City Council discussed applicants and no appointments were made at this meeting.

Adjourned at 5:20 p.m.

Mayor Jimmy Mize
City Council
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary



Regular Session
Nacogdoches City Council
July 6, 2021 – 5:30 p.m.
City Council Room – City Hall
202 East Pilar Street

DRAFT

City Council present in person: Mayor Pro Tem Roy Boldon, Council Members Jay Anderson, Amelia Fischer and Kathleen Belanger. **Present by Videoconference:** Mayor Jimmy Mize

1. Called to order at 5:31 p.m. by Mayor Pro Tem Boldon.
2. Pledge of Allegiance.
3. No one spoke during Open Forum.
4. No items removed from Consent Agenda.
5. **CONSENT AGENDA:** Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Minutes from June 15, 2021 regular meeting.
 - B. Consider approval of the re-appointment of Heather Watts as the Municipal Court Judge for a two-year term.

Council Member Jay Anderson moved approval; motion duly seconded by Council Member Amelia Fischer and carried by unanimous vote.

6. **REGULAR AGENDA:**

- A. Consider approval of multiple contracts by and between the City of Nacogdoches and SAFEbuilt Texas, S&J Fire Protection and Hardin & Associates for Customer Service Inspection (CSI) Services in a not-to-exceed amount of \$75,000 each.

Texas Commission on Environmental Quality (TCEQ) requires cities to inspect existing and new businesses and perform Customer Service Inspections (CSI) which will identify potential sources of contamination with the city's water supply. Case Opperman, Assistant Director of Public Works, stated many businesses in town predate some of these requirements. Several years ago the City was fined by TCEQ for failure to mandate Customer Service Inspections. TCEQ designated a list of over 120 businesses which needed Customer Service Inspections which have been completed. Now, staff is continuing this effort for an estimated 1,200 remaining inspections.

On May 18, 2021 proposals were received from the three companies listed in the agenda caption. Staff is recommending approval of all three contracts in an amount not to exceed \$75,000 each.

City Council discussed timeline to complete inspections, enforceable actions if inspections are not complete, length of time the CSI is valid, location of contractors and estimated cost per inspection.

Council Member Kathleen Belanger moved approval; motion duly seconded by Council Member Jay Anderson and carried by unanimous vote.

- B. Receive Mid-Year Report from Visit Nacogdoches.

Sherry Morgan, Director of Conventions and Tourism, discussed available lodging, branding identity, messaging and campaigns, target audiences and media placement. Ms. Morgan reviewed past events and upcoming events, merchandise sales, magazine advertisements and digital presence.

Visit Nacogdoches is in the early stages of scheduling a tourism summit with key players from the cities of Lufkin and Nacogdoches to combine tourism efforts.

City Council discussed hotel vacancies, visitor center volunteers, shopping, tourism and sales tax.

Minutes unofficial until approved by City Council

C. Receive an update regarding COVID-19.

Fire Chief Keith Kiplinger provided an update on COVID-19 including vaccines, new cases, active cases and current general hospital bed data. He also discussed identifying communities with low vaccination numbers, outreach to communities with low vaccination numbers, community collaboration and advertising for vaccine clinics.

Council Member Fischer suggested distributing a print calendar of vaccine clinic dates, times and locations that could be handed out at churches and other locations for citizens who don't have access to internet.

Mayor Pro Tem Boldon suggested conducting clinics in the areas of the Mill Pond, Eastwood Terrace and Oak Hill Plaza.

D. Consider City Board appointments for Convention and Visitors Bureau Board, Historic Landmark Preservation Committee, Mayor's Committee on People with Disabilities, Nacogdoches Housing Authority, Planning & Zoning Commission and Zoning Board of Adjustments.

Mayor Mize moved to appoint regular members Todd Petershagen, Christina Ward, Suzanne McGuire, Jana Redfield, Amanda Daugherty and Peggy Green to full terms on the Mayor's Committee on People with Disabilities; motion duly seconded by Council Member Fischer and carried by unanimous vote.

Mayor Mize moved to appoint regular members Peggy Greer, Barry Ball and Benjamin Sullivan to a full term on the Housing Authority Board; motion duly seconded by Council Member Anderson and carried by unanimous vote.

Mayor Mize moved to appoint regular members Judy Kugle and Perky Beisel to a full term on the Historic Landmark Preservation Committee; motion duly seconded by Council Member Belanger and carried by unanimous vote.

Mayor Mize moved to appoint regular members Sarah Jones and George Middlebrook to a full term on and Benjamin Sullivan as alternate member the Zoning Board of Adjustments; motion duly seconded by Council Member Anderson and carried by unanimous vote.

Mayor Mize moved to appoint regular members Wanda Mouton, Alex Ranc and Larry King to a full term on the Convention and Visitors Bureau Board; motion duly seconded by Council Member Belanger and carried by unanimous vote.

Mayor Mize moved to appoint regular members Ruth Carroll, Lily Phou and Shannon Conklin to a full term on the Planning and Zoning Commission; motion duly seconded by Council Member Anderson and carried by unanimous vote.

City Council convened into Executive Session at 6:56 p.m.

7. **Executive Session:**

- A. Deliberation regarding Economic Development negotiations under Government Code Section 551.087 as follows:
1. Discuss or deliberate regarding commercial or financial information the City received from business projects the City body seeks to have locate in the City of Nacogdoches and with which the City is conducting economic development negotiations; and
 2. Deliberate the offer of a financial or other incentive to business prospects described by Subdivision 1 above.

8. City Council convened in open session at 7:04 p.m. taking no action.

9. Meeting adjourned at 7:04 p.m.

ATTEST:

Mayor Pro Tem Roy Boldon
City Council
City of Nacogdoches

Jan Vinson, City Secretary



City Council Meeting

Date: July 20, 2021

Agenda Item: 6.B.

PRESENTER: Stacy Corley, Grant Coordinator

ITEM/SUBJECT: Consider approval of appointment by East Texas Regional Water Planning Group as Political Subdivision for Region I; to submit 2021-2026 6th Cycle Application for Regional Water Planning and enter into contract with Texas Water Development Board to administer grant if awarded. (Grant Coordinator)

SUMMARY/BACKGROUND: The City of Nacogdoches has been the Political Subdivision for the East Texas Water Planning Group (Region I) since January 23, 2008. This action authorizes the City of Nacogdoches to submit application and enter into a contract with TWDB related to 2026 Cycle 6 Regional Water Planning. This process must occur before or at the beginning of each new five-year planning cycle.

FINANCIAL:

No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Not Applicable

CITY CONTACT: Stacy Corley, Grant Coordinator
corleys@nactx.us
936-559-2528

ATTACHMENTS:

1. Resolution for Sixth Cycle-Executed 2021-06-18
2. Regional Water Planning Grant Contract Boilerplate with Mark Ups

EAST TEXAS REGIONAL WATER PLANNING GROUP (REGION I)
RESOLUTION – 0916-2020

A RESOLUTION OF THE EAST TEXAS REGIONAL WATER PLANNING GROUP (ETRWPG), DESIGNATING THE CITY OF NACOGDOCHES AS THE POLITICAL SUBDIVISION FOR THE 2026 6TH CYCLE REGIONAL WATER PLAN; AND AUTHORIZING THE CITY OF NACOGDOCHES TO APPLY FOR FUNDING WITH THE TEXAS WATER DEVELOPMENT BOARD FOR THE 2026 6TH CYCLE REGIONAL WATER PLAN; AND AUTHORIZING THE CITY OF NACOGDOCHES TO ENTER INTO CONTRACT WITH TEXAS WATER DEVELOPMENT BOARD; AND AUTHORIZE THE CITY OF NACOGDOCHES TO INITIATE THE PROCUREMENT PROCESS TO SELECT A COUNSULANT FOR 2026 6TH CYCLE REGIONAL WATER PLANNING ACTIVITIES.

WHEREAS, the ETRWPG desires to designate the City of Nacogdoches as the Political Subdivision to administer the Region I RWPG for the 2026 6TH Cycle Regional Water Plan; and

WHEREAS, the ETRWPG desires to authorize the City of Nacogdoches to provide public notice, and submit application for funding to the Texas Water Development Board for the 2026 6th Cycle Regional Water Plan; and

WHEREAS, the ETRWPG desires to authorize the City of Nacogdoches to enter into contract with Texas Water Development Board to administer water planning grant funds for the 2026 6th Regional Water Planning Cycle; and

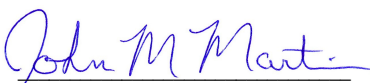
WHEREAS, the ETRWPG desires to authorize the City of Nacogdoches to initiate the procurement process to select a consultant for the 2026 6th Cycle Regional Water Plan.

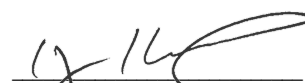
NOW, THEREFORE, BE IT RESOLVED BY EAST TEXAS REGIONAL WATER PLANNING GROUP:

Consider and approve a directive to the City of Nacogdoches to:

1. Serve as Political Subdivision representing ETRWPG for the 2026 6th Regional Water Planning Cycle.
2. To provide public notice; and submit an application to the Texas Water Development Board for the 2026 6th Cycle Regional Water Plan funding.
3. Enter into contract with Texas Water Development Board for ETRWPG to administer water planning grant funds for the 2026 6th Cycle Regional Water Plan funding; and authorize the City of Nacogdoches to initiate the Procurement process to select a consultant for 2026 6th Cycle Regional Water Plan funding.

Passed and approved this 16 th day of September 2020.


John Martin, Secretary
ETRWPG


Kelley Holcomb, Chair
ETRWPG



STATE OF TEXAS

TWDB Contract No. 0000000000

COUNTY OF TRAVIS

RESEARCH AND PLANNING FUND

REGIONAL WATER PLANNING

This Contract, (hereinafter "CONTRACT"), between the Texas Water Development Board (hereinafter "TWDB") and City of Nacogdoches, the political subdivision designated by the REGIONAL WATER PLANNING GROUP I as its representative (hereinafter "CONTRACTOR"), is composed of two parts: Section I - Specific Conditions and Exceptions to the Standard Agreement; and Section II - Standard Agreement. In the event of any conflict, the terms and conditions set forth in Section I will prevail over terms and conditions in Section II.

SECTION I. SPECIFIC CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT

ARTICLE I. DEFINITIONS:

For the purposes of this CONTRACT, the following terms or phrases are defined as follows:

- A. TWDB – the Texas Water Development Board, or its designated representative.
- B. TWDB APPROVAL DATE – June 3, 2021
- C. COMMITTED FUNDS – \$0.00 is currently available to CONTRACTOR pursuant to the terms of this CONTRACT for development of the TECHNICAL MEMORANDUM and the REGIONAL WATER PLAN. The COMMITTED FUNDS include necessary and direct costs incurred on or after contract execution, and certain eligible costs related to Task 10 incurred on or after the CONTRACT INITIATION DATE.
- D. CONTRACT INITIATION DATE (START DATE)– February 1, 2021
- E. CONTRACTOR – City of Nacogdoches
- F. DEADLINE FOR CONTRACT EXECUTION – August 31, 2021
- G. EXECUTIVE ADMINISTRATOR – the Executive Administrator of TWDB or a designated representative.
- H. TECHNICAL MEMORANDUM – a memorandum to be prepared by CONTRACTOR and submitted to the EXECUTIVE ADMINISTRATOR in accordance with 31 Texas Administrative Code §§ 357.10(34) and 357.12(c).

- I. TECHNICAL MEMORANDUM DEADLINE – March 4, 2024
- J. INITIALLY PREPARED REGIONAL WATER PLAN – the Regional Water Plan to be initially prepared by CONTRACTOR and submitted to the EXECUTIVE ADMINISTRATOR for comments pursuant to the CONTRACT.
- K. INITIALLY PREPARED REGIONAL WATER PLAN DEADLINE (PROJECT COMPLETION DATE) – March 3, 2025
- L. REGIONAL WATER PLAN – a plan including any amendments that have been adopted by the REGIONAL WATER PLANNING GROUP and that meets the requirements contained in Texas Water Code § 16.053 and 31 Texas Administrative Code Chapters 357 and 358 and is submitted to TWDB for approval.
- M. FINAL REGIONAL WATER PLAN DEADLINE – October 20, 2025.
- N. FIRST REIMBURSEABLE EXPENSE DATE – The first day that work performed under this CONTRACT is eligible for reimbursement will be the CONTRACT INITIATION DATE for limited administrative costs associated with public notices. For activities involving technical work under this CONTRACT, the eligible reimbursement date will be the date that the required public meeting to receive preplanning input from the public is held by the REGIONAL WATER PLANNING GROUP per 31 Texas Administrative Code §357.12(a) and following the TWDB APPROVAL DATE. TWDB will not reimburse expenses associated with Exhibit A, Scope of Work, until after contract execution.
- O. FINAL REIMBURSEABLE EXPENSE DATE – The last day that work performed under this CONTRACT is eligible for reimbursement will be February 27, 2026.
- P. FINAL PAYMENT REQUEST DEADLINE – The latest day that the final payment request may be submitted for reimbursement will be April 30, 2026.
- Q. CONTRACT EXPIRATION DATE – This CONTRACT expires on August 31, 2026. The last day that any budget amendment requests may be submitted under the CONTRACT will be July 31, 2026.
- R. REGIONAL WATER PLANNING AREA – Region I, East Texas Regional Water Planning Group, designated under Texas Water Code § 16.053 and 31 Texas Administrative Code § 357.11.
- S. REGIONAL WATER PLANNING GROUP – Region I, East Texas Regional Water Planning Group, designated under and in compliance with Texas Water Code §16.053 and 31 Texas Administrative Code § 357.11 to develop regional water plans.
- T. STATE WATER PLANNING DATABASE – A database developed and maintained by TWDB that stores data related to water planning. It is used to collect, analyze, and disseminate regional and statewide water planning data.

- U. TOTAL PROJECT COST – The full appropriation anticipated to be received over the five-year planning cycle for necessary and direct planning costs for development of the REGIONAL WATER PLAN.
- V. PAYMENT REQUEST SCHEDULE – A minimum of quarterly.

ARTICLE II. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT.

- A. TWDB will not be liable for any expenses incurred in excess of COMMITTED FUNDS.

At the time of the execution of this CONTRACT, TWDB was not appropriated sufficient funds for CONTRACTOR to complete the REGIONAL WATER PLAN. TWDB hereby makes available to CONTRACTOR pursuant to the terms of this CONTRACT an amount sufficient to complete the initial Scope of Work. If additional funds are appropriated to TWDB for the purpose of making grants for preparation of regional water plans, the EXECUTIVE ADMINISTRATOR and CONTRACTOR may amend this CONTRACT to provide additional COMMITTED FUNDS and an additional Scope of Work to complete preparation of the TECHNICAL MEMORANDUM, INITIALLY PREPARED REGIONAL WATER PLAN, and REGIONAL WATER PLAN.

If at any time the EXECUTIVE ADMINISTRATOR determines that there will not be sufficient additional appropriated funds to complete the REGIONAL WATER PLAN, the EXECUTIVE ADMINISTRATOR will either issue an order to terminate this CONTRACT pursuant to the terms of Section II, Article VII or negotiate amendments to the scope of work. CONTRACTOR agrees to use its best efforts to timely negotiate any required amendments.

This CONTRACT does not require CONTRACTOR to incur costs beyond those that can be paid with COMMITTED FUNDS. However, this provision does not relieve the REGIONAL WATER PLANNING GROUP from its duty under Texas Water Code § 16.053 to prepare a regional water plan.

- B. Other provisions specific to each region: None.
- C. Exhibit D – *Guidelines for 2026 Regional Water Plan Data Deliverables*, is currently being updated and will be incorporated once the final document is developed by TWDB.

SECTION II. STANDARD AGREEMENT

ARTICLE I. RECITALS

Whereas, CONTRACTOR has been designated by the REGIONAL WATER PLANNING GROUP as its representative to enter into Contracts with TWDB for financial assistance to develop a REGIONAL WATER PLAN for the REGIONAL WATER PLANNING AREA; and

Whereas, CONTRACTOR applied to TWDB for a planning grant to develop a REGIONAL WATER PLAN; and

Whereas, CONTRACTOR is the entity acting as administrator of TWDB's planning grant and responsible for the execution of this CONTRACT; and

Whereas, on TWDB APPROVAL DATE, TWDB approved CONTRACTOR's application for financial assistance;

Now, therefore, TWDB and CONTRACTOR agree as follows:

ARTICLE II. PROJECT DESCRIPTION AND SERVICES TO BE PERFORMED

- A. CONTRACTOR must develop a TECHNICAL MEMORANDUM, INITIALLY PREPARED REGIONAL WATER PLAN, and REGIONAL WATER PLAN for the REGIONAL WATER PLANNING AREA according to:
 - 1. Exhibit A – Initial Scope of Work
 - 2. Exhibit B – Task and Expense Budgets
 - 3. Exhibit C – General Guidelines for Development of the 2026 Regional Water Plans
 - 4. Exhibit D – Guidelines for 2026 Regional Water Plan Data Deliverables
 - 5. Exhibit E – Original Application (cover pages as a reference to the full, original grant application)
- B. The EXECUTIVE ADMINISTRATOR will provide technical assistance to CONTRACTOR within available resources if such assistance is requested for performing regional water planning activities; and, as necessary, will facilitate resolution of conflicts within the REGIONAL WATER PLANNING AREA or between regions.
- C. CONTRACTOR must provide for public participation in the planning process as specified in Texas Water Code § 16.053 and 31 Texas Administrative Code § 357.21.
- D. CONTRACTOR must provide its best efforts as determined by the EXECUTIVE ADMINISTRATOR to produce a REGIONAL WATER PLAN that has been adopted by the REGIONAL WATER PLANNING GROUP and that was developed in accordance with the statutory and rule requirements identified in this CONTRACT.
- E. CONTRACTOR must obtain prior approval of the REGIONAL WATER PLANNING GROUP for all potentially feasible water management strategies and water management strategy projects to be evaluated as part of the REGIONAL WATER PLAN development.

ARTICLE III. SCHEDULE, REPORTS, AND OTHER PRODUCTS

- A. CONTRACTOR must execute this CONTRACT on or before the DEADLINE FOR CONTRACT EXECUTION or TWDB's commitment to pay COMMITTED FUNDS will be rescinded.

- B. This CONTRACT begins on the CONTRACT INITIATION DATE and expires on the CONTRACT EXPIRATION DATE.
- C. CONTRACTOR must provide written progress reports according to the PAYMENT REQUEST SCHEDULE with each payment reimbursement request or release of advance funds. The progress reports must include:
1. a brief statement of the overall progress made since the last progress report for each task budget item;
 2. a brief description of any problems that have been encountered during the previous reporting period that may affect the project, delay the timely completion of any portion of this CONTRACT, or inhibit the completion of or cause a change in any of the project's products or objects; and
 3. a description of any action CONTRACTOR plans to take to correct any problems that have been encountered or identified.
- D. CONTRACTOR must complete the TECHNICAL MEMORANDUM according to Article II, Paragraph A of this Section. CONTRACTOR must submit the TECHNICAL MEMORANDUM to the REGIONAL WATER PLANNING GROUP for approval at a REGIONAL WATER PLANNING GROUP meeting. After such approval, CONTRACTOR must submit the TECHNICAL MEMORANDUM to the EXECUTIVE ADMINISTRATOR, if the REGIONAL WATER PLANNING GROUP authorizes such submittal. CONTRACTOR must deliver two electronic copies of the TECHNICAL MEMORANDUM, one (1) in searchable Portable Document Format (PDF) and one (1) in Microsoft Word (MSWord) Format, to the EXECUTIVE ADMINISTRATOR no later than the TECHNICAL MEMORANDUM DEADLINE.

CONTRACTOR must populate TWDB's state water planning database with associated data, prior to submission of the TECHNICAL MEMORANDUM in accordance with this CONTRACT.

The TECHNICAL MEMORANDUM DEADLINE may be extended at the discretion of the EXECUTIVE ADMINISTRATOR either on the EXECUTIVE ADMINISTRATOR's initiative or upon a written request received from CONTRACTOR, at least thirty (30) days prior to the deadline, stating good cause for the extension.

TWDB will not accept a TECHNICAL MEMORANDUM or consider it administratively complete until the associated data in TWDB's state water planning database is complete and accurate, and the required database reports are included in the TECHNICAL MEMORANDUM in accordance with this CONTRACT.

After a 30-day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the TECHNICAL MEMORANDUM based on administrative completeness. If the TECHNICAL MEMORANDUM is rejected, the rejection letter sent to CONTRACTOR will state the reasons for rejection and the steps CONTRACTOR needs to take to have the TECHNICAL MEMORANDUM accepted.

In the event CONTRACTOR has produced a TECHNICAL MEMORANDUM that, despite CONTRACTOR'S best efforts, has not been authorized for submittal by the REGIONAL WATER PLANNING GROUP, CONTRACTOR must provide all data, material, reports, and work accomplished under the CONTRACT to TWDB.

- E. CONTRACTOR or CONTRACTOR's representative (e.g., Subcontractor) must attend at least one state water planning database training session provided by TWDB staff at times and locations to be determined by TWDB.
- F. CONTRACTOR must complete the INITIALLY PREPARED REGIONAL WATER PLAN according to Article II, Paragraph A of this Section. CONTRACTOR must submit the INITIALLY PREPARED REGIONAL WATER PLAN to the REGIONAL WATER PLANNING GROUP and allow the REGIONAL WATER PLANNING GROUP to conduct a public hearing to receive and consider comments on the INITIALLY PREPARED REGIONAL WATER PLAN. CONTRACTOR must submit the adopted and certified INITIALLY PREPARED REGIONAL WATER PLAN to the EXECUTIVE ADMINISTRATOR after the REGIONAL WATER PLANNING GROUP authorizes such submittal. The REGIONAL WATER PLANNING GROUP may submit the INITIALLY PREPARED REGIONAL WATER PLAN prior to the required public hearing but must assure the EXECUTIVE ADMINISTRATOR that the hearing will be completed in time to meet the FINAL REGIONAL WATER PLAN DEADLINE for submission of an adopted REGIONAL WATER PLAN. CONTRACTOR must deliver two (2) bound double-sided copies and two electronic copies of a INITIALLY PREPARED REGIONAL WATER PLAN, one (1) in searchable Portable Document Format (PDF) and one (1) in Microsoft Word (MSWord) Format, to the EXECUTIVE ADMINISTRATOR no later than the INITIALLY PREPARED REGIONAL WATER PLAN DEADLINE. The EXECUTIVE ADMINISTRATOR will provide any written comments to CONTRACTOR within 120 calendar days.

CONTRACTOR must populate the state water planning database, including resolution of data checks and appeals, by the INITIALLY PREPARED REGIONAL WATER PLAN DEADLINE, in accordance with this CONTRACT. CONTRACTOR must incorporate the required online planning database reports from the state water planning database within the submitted INITIALLY PREPARED REGIONAL WATER PLAN in accordance with this CONTRACT.

The INITIALLY PREPARED REGIONAL WATER PLAN DEADLINE may be extended at the discretion of the EXECUTIVE ADMINISTRATOR either on their own initiative or upon written request received from CONTRACTOR at least thirty (30) days prior to the deadline, stating good cause for the extension.

- G. CONTRACTOR must include a copy of the EXECUTIVE ADMINISTRATOR's comments on the INITIALLY PREPARED REGIONAL WATER PLAN in the adopted REGIONAL WATER PLAN, with a summary of all other comments received on the INITIALLY PREPARED REGIONAL WATER PLAN, including written explanations of how the REGIONAL WATER PLAN was revised in response to comments or why changes recommended in a comment were not warranted.

CONTRACTOR must submit:

- one (1) electronic copy of all files on which the plan is based (e.g. spreadsheets, maps);
- two (2) electronic copies of the entire REGIONAL WATER PLAN, one (1) in searchable Portable Document Format (PDF) and one (1) in Microsoft Word (MSWord) Format. In compliance with 1 Texas Administrative Code Chapters 206 and 213 (related to Accessibility and Usability of State Web Sites, Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Standard – WCAG 2.1 Quick Reference, which can be found at: <https://www.w3.org/WAI/WCAG21/quickref/>), the electronic copy of the REGIONAL WATER PLAN must comply with the requirements and standards specified in statute; and,
- six (6) bound, double-sided copies of the REGIONAL WATER PLAN to the EXECUTIVE ADMINISTRATOR no later than the FINAL REGIONAL WATER PLAN DEADLINE.

- H. CONTRACTOR must make corrections, updates, or modifications, to the TWDB state water planning database, as necessary, prior to the FINAL REGIONAL WATER PLAN DEADLINE in accordance with this CONTRACT. TWDB will not accept a REGIONAL WATER PLAN or consider it administratively complete until the associated data in TWDB's state water planning database is complete and accurate and the relevant state water planning database reports are included in the REGIONAL WATER PLAN. CONTRACTOR also must transfer copies of all data and reports generated by the planning process and used in developing the REGIONAL WATER PLAN to the EXECUTIVE ADMINISTRATOR no later than the FINAL REGIONAL WATER PLAN DEADLINE. The REGIONAL WATER PLAN and the data collected and transmitted for the REGIONAL WATER PLAN must be prepared in the format and according to specifications prescribed in Regional Water Planning Guidance Documents to this CONTRACT. In the event CONTRACTOR has produced a REGIONAL WATER PLAN, that despite CONTRACTOR'S best efforts has not been adopted by the REGIONAL WATER PLANNING GROUP, CONTRACTOR must provide all data, material, reports, and work accomplished under the CONTRACT to TWDB.
- I. Delivery of a REGIONAL WATER PLAN that meets statutory and rule requirements as determined by the EXECUTIVE ADMINISTRATOR on or before the FINAL REGIONAL WATER PLAN DEADLINE constitutes completion of the terms of this CONTRACT by CONTRACTOR.
- J. After a 90-day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the adopted final REGIONAL WATER PLAN. If the final plan is rejected, the rejection letter sent to CONTRACTOR will state the reasons for rejection and the steps CONTRACTOR must take to have the adopted final REGIONAL WATER PLAN accepted and the retainage released.
- K. ANNUAL AUDIT. During the term of this CONTRACT, TWDB reserves the right to request that CONTRACTOR submit an annual audit of the general purpose financial

statements prepared in accordance with generally accepted auditing standards by a certified public accountant or licensed public accountant.

ARTICLE IV. COMPENSATION AND REIMBURSEMENT

- A. TWDB agrees to compensate and reimburse CONTRACTOR in a total amount not to exceed the COMMITTED FUNDS for costs incurred and paid by CONTRACTOR pursuant to performance of this CONTRACT, as specified in Section I, Article I.
- B. Eligible expenses incurred by CONTRACTOR from the FIRST REIMBURSEABLE EXPENSE DATE through FINAL REIMBURSEABLE EXPENSE DATE will be reimbursed by TWDB. CONTRACTOR will be eligible for reimbursement only for the categories set forth in the budget for this CONTRACT. All requests for reimbursement must be accompanied by copies of invoices and receipts. TWDB will reimburse the actual expenses allowed herein during the term of the CONTRACT.
- C. Requests for Advance or Reimbursement for Subcontractor Expenses. Requests for advance or reimbursement for subcontractor expenses will only be considered where such subcontracts or agreements have been determined by the EXECUTIVE ADMINISTRATOR to be consistent with the terms of this CONTRACT. The purpose of this review is solely to ensure that the subcontracts and agreements are consistent with this CONTRACT and that the rights of TWDB, particularly in regard to ownership of data, are protected. CONTRACTOR understands that CONTRACTOR should obtain its own legal review of subcontracts and agreements that CONTRACTOR enters into. CONTRACTOR agrees that TWDB assumes no legal obligations under CONTRACTOR's subcontracts or agreements and is merely a third-party beneficiary of the same. CONTRACTOR is fully responsible for paying all eligible charges by subcontractors prior to reimbursement by TWDB.

Each subcontract or agreement must include a task and expense budget estimate in a format similar to Exhibit B to this CONTRACT, with specific cost details for each task or specific item of work to be performed by the subcontractor and for each category of reimbursable expenses. The subcontracts and agreements must conform to the terms of the CONTRACT and include provisions which require subcontractor compliance with TWDB rules. The subcontracts and agreements must provide that in the event of any conflict with the provisions of this CONTRACT the provisions of the CONTRACT will prevail. In addition, each subcontract or agreement that in any manner involves the collection or manipulation of data must include the provisions in Paragraph D of this Article below.

- D. CONTRACTOR must adhere to all requirements in state law and TWDB rules pertaining to the procurement of professional services, including 31 TAC § 355.92(d). Expenses incurred under subcontracts or agreements that have not been approved by the EXECUTIVE ADMINISTRATOR or do not otherwise comply with the terms of this CONTRACT are not eligible for reimbursement.

- E. CONTRACTOR has budget flexibility within task and expense budget categories to the extent that the amount billed in any one task or expense category does not exceed 35 percent of the total authorized amount for the task or expense budget category, with the exception of funds allocated to the expense budget category Subcontractor Services. Larger deviations require submission of a written request and approval by the REGIONAL WATER PLANNING GROUP and the EXECUTIVE ADMINISTRATOR or designee, which will be documented through an Approved Budget Memorandum to the TWDB contract file. CONTRACTOR will be required to provide written explanation for the overage and reallocation of the task and expense amount. Associated shifts in amounts between budget task and expense categories authorized under this paragraph will not change the COMMITTED FUNDS amount. For all reimbursement billings, including any SUBCONTRACTOR expenses, EXECUTIVE ADMINISTRATOR must have determined that the SUBCONTRACTS between CONTRACTOR and SUBCONTRACTOR(s) are consistent with the terms of this CONTRACT. CONTRACTOR is fully responsible for paying all charges by SUBCONTRACTOR(s) prior to reimbursement by TWDB.
- F. CONTRACTOR and its SUBCONTRACTOR(s) must maintain and retain all records relating to the performance of the CONTRACT, including supporting fiscal documents adequate to ensure that claims for funds are in accordance with applicable State of Texas requirements. These records must be maintained and retained by CONTRACTOR for a period of four (4) years after the CONTRACT expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. TWDB reserves the right to direct CONTRACTOR to retain documents for a longer period of time or transfer certain records to TWDB custody when it is determined the records possess longer term retention value. CONTRACTOR must include the substance of this clause in all subawards and subcontracts.
- G. CONTRACTOR must provide information to an entity or person who is independent of CONTRACTOR and who is selected by the REGIONAL WATER PLANNING GROUP sufficient to allow that person or entity to routinely provide reports of expenses and use of planning funds to the REGIONAL WATER PLANNING GROUP. The person to whom the information is provided may be a member of the REGIONAL WATER PLANNING GROUP. CONTRACTOR must allow such person or entity full access to all records relating to this CONTRACT, including all financial records.

Method of Payment: [CONTRACTORS must make a choice between Option 1 and 2 – final contract documents will only contain the language associated with the selected choice. Please notify your TWDB planner of selected option]

Method of Payment: Advance [Option 1]

- H. Within thirty (30) days after the execution of this CONTRACT, the EXECUTIVE ADMINISTRATOR will advance to CONTRACTOR twenty percent of the COMMITTED FUNDS, unless CONTRACTOR requests and the EXECUTIVE ADMINISTRATOR approves advances of less than twenty percent.

- I. All advanced funds received must be deposited into an interest-bearing account by CONTRACTOR.
- J. When CONTRACTOR has paid expenses equal to ninety (90) percent of the previous advance, CONTRACTOR may submit a written request to the EXECUTIVE ADMINISTRATOR for another twenty percent advance of the COMMITTED FUNDS (or less if requested by CONTRACTOR and approved by the EXECUTIVE ADMINISTRATOR). CONTRACTOR must attach to the request a written progress report described in Article III, Paragraph C of this Section, a listing of actual expenses incurred and documents showing payment of such expenses (including those for force labor activities valued at rates consistent with those ordinarily paid for similar work in CONTRACTOR's organization), and statements or documents showing any interest earned on the previous advance. Any interest earned by CONTRACTOR will be considered part of TWDB's payment of COMMITTED FUNDS and used only for COMMITTED FUNDS.
- K. Within thirty (30) days of approving the request, the EXECUTIVE ADMINISTRATOR will advance another twenty percent of the COMMITTED FUNDS, up to ninety-five percent of the total COMMITTED FUNDS. The remaining five percent of COMMITTED FUNDS (retainage) will be held until CONTRACTOR submits a REGIONAL WATER PLAN, as described in Article III, Paragraphs G and H of this Section. If the EXECUTIVE ADMINISTRATOR determines that CONTRACTOR has utilized its best efforts to have a REGIONAL WATER PLAN adopted by the REGIONAL WATER PLANNING GROUP for submittal to TWDB, but has been unable despite those best efforts to do so, the EXECUTIVE ADMINISTRATOR has the discretion to release the five percent retainage.
- L. CONTRACTOR must submit payment requests and documentation for reimbursement in accordance with the approved task and expense budgets contained in Exhibit B to this CONTRACT. For all reimbursement billings, including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have provided written approval of all CONTRACTS or agreements between CONTRACTOR and the SUBCONTRACTOR(s). CONTRACTOR is fully responsible for paying all eligible charges by SUBCONTRACTOR(s) prior to reimbursement by TWDB.
- M. The written progress report required by Article III, Paragraph C of this Section, and the following documentation for the COMMITTED FUNDS, must be submitted by CONTRACTOR to the EXECUTIVE ADMINISTRATOR in support of its requests for reimbursement. CONTRACTOR must submit a progress report and the following documentation for the COMMITTED FUNDS for the reporting period:
 - 1. Completed and Signed Payment Request Checklist which includes the following:
 - (a) TWDB CONTRACT Number;
 - (b) Total expenses for the billing period; beginning (date) to ending (date);
 - (c) Total Services for this billing period;
 - (d) Total In-kind services;

- (e) Less Local Share of the COMMITTED FUNDS for the billing period;
 - (f) Total of TWDB's share of the COMMITTED FUNDS for the billing period;
 - (g) Amount of retainage to be withheld for the billing period;
 - (h) Total costs to be reimbursed by TWDB for the billing period; and
 - (i) Certification, signed by CONTRACTOR's authorized representative, that the expenses submitted for the billing period are a true and correct representation of amounts paid for work performed directly related to this CONTRACT.
2. For direct expenses incurred by CONTRACTOR other than subcontracted work:
- (a) A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, and other expenses such as communication and postage, technical and computer services, expendable supplies, printing and reproduction; and
 - (b) Copies of invoices for other expenses.
3. For direct expenses incurred by CONTRACTOR for subcontracted work:
- (a) Copies of invoices from the SUBCONTRACTOR(S) to CONTRACTOR
 - (b) A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, and other expenses such as communication and postage, technical and computer services, expendable supplies, printing and reproduction; and the total dollar amount due to the SUBCONTRACTOR(S); and
 - (c) Copies of invoices for other expenses.
4. For travel expenses for CONTRACTOR and/or subcontractor(s):
- (a) Names, dates, work locations, time periods at work locations, itemization of subsistence expenses of each employee, which will be reimbursed at rates authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2019, Article IX, Part 5, as amended or superseded. Receipts required for lodging. Any eligible travel expenses related to a subcontract may be reimbursed at the current rate for State of Texas employees which can be found at: <https://fm.x.cpa.state.tx.us/fmx/travel/texttravel/trans/personal.php>
 - (b) Copies of invoices or tickets for transportation costs or, if not available, names, dates, and points of travel of individuals; and
 - (c) All other reimbursable travel expenses - invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.
5. Incomplete requests will be returned to CONTRACTOR if deficiencies are not resolved within ten (10) business days.
6. If for some reason the reimbursement request cannot be processed due to the

need for an amendment to the CONTRACT, CONTRACTOR must resubmit the Payment Request Checklist dated after the execution of the amendment.

- N. CONTRACTOR must provide a final reconciliation of expended amounts under the CONTRACT. Within thirty (30) days of the EXECUTIVE ADMINISTRATOR'S final accounting of the amounts expended by CONTRACTOR and the amounts advanced by the TWDB to CONTRACTOR, CONTRACTOR must refund to TWDB any advances not used for expenses approved by the EXECUTIVE ADMINISTRATOR, and any interest earned but not expended on such approved expenses. If the amounts expended by CONTRACTOR exceed the amounts advanced by TWDB, the EXECUTIVE ADMINISTRATOR will reimburse the difference, provided the reimbursement does not exceed the COMMITTED FUNDS.

~~Method of Payment: Reimbursement [Option 2]~~

- H. ~~TWDB agrees to compensate and reimburse CONTRACTOR in a total amount not to exceed the COMMITTED FUNDS available for costs incurred and paid by CONTRACTOR pursuant to performance of this CONTRACT. TWDB will reimburse CONTRACTOR up to ninety five percent of the total COMMITTED FUNDS. The five percent retainage will be held until CONTRACTOR submits a REGIONAL WATER PLAN, as described in Article III, Paragraphs G and H of this section. If the EXECUTIVE ADMINISTRATOR determines that CONTRACTOR has utilized its best efforts to have a REGIONAL WATER PLAN adopted by the REGIONAL WATER PLANNING GROUP for submittal to TWDB, but has been unable despite those best efforts to do so, the EXECUTIVE ADMINISTRATOR has the discretion to may release the five percent retainage.~~
- I. CONTRACTOR must submit payment requests and documentation for reimbursement in accordance with the approved task and expense budgets contained in Exhibit B to this CONTRACT. For all reimbursement billings, including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have provided written approval of all contracts or agreements between CONTRACTOR and SUBCONTRACTOR(s). CONTRACTOR is fully responsible for paying all charges by subcontractors prior to reimbursement by TWDB.
- J. The written progress report required by Article III, Paragraph C of this Section, and the following documentation for the COMMITTED FUNDS, must be submitted to the EXECUTIVE ADMINISTRATOR in support of CONTRACTOR's requests for advances. CONTRACTOR must submit a progress report and the following documentation for the COMMITTED FUNDS for the reporting period.
1. Completed and Signed Payment Request Checklist which includes the following:
 - (a) TWDB CONTRACT Number;
 - (b) Total expenses for the billing period; beginning (date) to ending (date);
 - (c) Total Services for this billing period;
 - (d) Total In-kind services;
 - (e) Less Local Share of the COMMITTED FUNDS for the billing period;
 - (f) Total of TWDB's share of the COMMITTED FUNDS for the billing period;

- (g) Amount of retainage to be withheld for the billing period;
 - (h) Total costs to be reimbursed by the TWDB for the billing period; and
 - (i) Certification, signed by CONTRACTOR's authorized representative, that the expenses submitted for the billing period are a true and correct representation of amounts paid for work performed directly related to this CONTRACT.
 - 2. For direct expenses incurred by CONTRACTOR other than subcontracted work:
 - (c) A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, and other expenses such as communication and postage, technical and computer services, expendable supplies, printing and reproduction; and
 - (d) Copies of invoices for other expenses
 - 3. For direct expenses incurred by CONTRACTOR for subcontracted work:
 - (d) Copies of invoices from the subcontractors to CONTRACTOR
 - (e) A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category including labor, fringe, overhead, travel, and other expenses such as communication and postage, technical and computer services, expendable supplies, printing and reproduction; and the total dollar amount due to the Subcontractor; and
 - (f) Copies of invoices for other expenses
 - 4. For travel expenses for CONTRACTOR and/or SUBCONTRACTOR(s) –
 - (a) Names, dates, work locations, time periods at work locations, itemization of subsistence expenses of each employee, which will be reimbursed at rates authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2013, Article IX, Part 5, as amended or superseded. Receipts required for lodging. Any eligible travel expenses related to a subcontract may be reimbursed at the current rate for State of Texas employees which can be found at: <https://fm.x.cpa.state.tx.us/fmx/travel/texttravel/trans/personal.php>
 - (b) Copies of invoices or tickets for transportation costs or, if not available, names, dates, and points of travel of individuals; and
 - (c) All other reimbursable travel expenses -- invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.
 - 5. Incomplete requests will be returned to CONTRACTOR if deficiencies are not resolved within ten (10) business days.
 - 6. If for some reason the reimbursement request cannot be processed due to the need for an amendment to the CONTRACT, CONTRACTOR will be required to resubmit the Payment Request Checklist dated after the execution of the amendment.
- K. CONTRACTOR will provide a final reconciliation of expended amounts under the

CONTRACT. Within thirty (30) days of the EXECUTIVE ADMINISTRATOR'S final accounting of the amounts expended by CONTRACTOR and the amounts reimbursed by TWDB to CONTRACTOR, the EXECUTIVE ADMINISTRATOR will reimburse the difference provided the reimbursement does not exceed the COMMITTED FUNDS.

ARTICLE V. INTELLECTUAL PROPERTY: OWNERSHIP, PUBLICATION, AND ACKNOWLEDGEMENT

- A. "Use" of a work product, whether a Contractor Work, a Subcontractor Work or otherwise, means and includes, without limitation, any lawful use, copying or dissemination of the work product, or any lawful development, use, copying or dissemination of derivative works of the work product, in any media or forms, whether now known or later existing.
- B. "No Compensation Obligation" means there is no obligation on the part of one co-owner or licensee of a work, whether a Contractor Work, a Subcontractor Work or otherwise, to compensate other co-owners, licensees or licensors of the work for any use of the work by the using co-owner or licensee, including but not limited to compensation for or in the form of: royalties; co-owner or licensee accounting; sharing of revenues or profits among co-owners, licensees or licensors; or any other form of compensation to the other co-owners, licensees or licensors on account of any use of the work.
- C. "Dissemination" includes, without limitation, any and all manner of: physical distribution; publication; broadcast; electronic transmission; Internet streaming; posting on the Internet or world wide web; or any other form of communication, transmission, distribution, sending or providing, in any forms or formats, and in or using any media, whether now known or later existing.
- D. TWDB has an unlimited, unrestricted, perpetual, irrevocable, non-exclusive royalty-free right to access and receive in usable form and format, and to use all technical or other data or information developed by CONTRACTOR and SUBCONTRACTOR in, or otherwise resulting from, the performance of services under this CONTRACT.
- E. For purposes of this Article, "Contractor Works" are work products developed by CONTRACTOR and Subcontractor(s) using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or in part of this CONTRACT, including but not limited to reports, drafts of reports, or other material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate.
 - 1. It is agreed that all Contractor Works are the joint property of TWDB and CONTRACTOR.
 - 2. The parties hereby agree that, if recognized as such by applicable law, the Contractor Works are intended to and are works-made-for-hire with joint ownership between TWDB and CONTRACTOR as such works are created in whole or in part.

3. If the Contractor Works do not qualify as works-made-for-hire under applicable law, CONTRACTOR hereby conveys co-ownership interest in such works to TWDB as they are created in whole or in part. If present conveyance is ineffective under applicable law, CONTRACTOR agrees to convey a co-ownership interest in the Contractor Works to TWDB after creation in whole or in part of such works, and to provide written documentation of such conveyance upon request by TWDB.
 4. TWDB and CONTRACTOR acknowledge that the copyright in and to a copyrightable Contractor Work exists upon creation of the Contractor Work and its fixing in any tangible medium. CONTRACTOR or TWDB may register the copyrights to such Works jointly in the names of CONTRACTOR and TWDB.
 5. TWDB and CONTRACTOR each have full and unrestricted rights to use a Contractor Work with No Compensation Obligation.
- F. For purposes of this Article, "Subcontractor Works" include all work product developed in whole or in part by or on behalf of SUBCONTRACTOR(S) engaged by CONTRACTOR to perform work for or on behalf of CONTRACTOR under this CONTRACT (or by the SUBCONTRACTOR'S SUBCONTRACTOR(S) hereunder, and so on). CONTRACTOR must secure in writing from any SUBCONTRACTOR(S) so engaged:
1. unlimited, unrestricted, perpetual, irrevocable, royalty-free rights of TWDB (and, if desired, of CONTRACTOR) to access and receive, and to use, any and all technical or other data or information developed in or resulting from the performance of services under such engagement, with No Compensation Obligation; and either:
 2. assignment by SUBCONTRACTOR to TWDB (and, if desired by them, jointly to CONTRACTOR) of ownership (or joint ownership with CONTRACTOR) of all Subcontractor Works, with No Compensation Obligation; or
 3. grant by SUBCONTRACTOR of a non-exclusive, unrestricted, unlimited, perpetual, irrevocable, world-wide, royalty-free license to TWDB (and, if desired by them, CONTRACTOR) to use any and all Subcontractor Works, including the right to sublicense use to third parties, with No Compensation Obligation.
- G. No unauthorized patents. Contractor Works and Subcontractor Works or other work product developed or created in the performance of this CONTRACT or otherwise using funds provided hereunder must not be patented by CONTRACTOR or its SUBCONTRACTOR(s) unless the Executive Administrator consents in writing to submission of an application for patent on such works; and provided that, unless otherwise agreed in writing:
1. any application made for patent must include and name TWDB (and, as applicable and desired by them, both CONTRACTOR and the SUBCONTRACTOR(S)) as co-owners of the patented work;
 2. no patent granted will in any way limit, or be used by CONTRACTOR or SUBCONTRACTOR(S) to limit or bar TWDB's rights hereunder to access and receive in useable form and format, and right to use, any and all technical or

- other data or information developed in or resulting from performance pursuant to this CONTRACT or Subcontract or the use of funds provided hereunder; and
3. TWDB (and, if applicable, CONTRACTOR) has No Compensation Obligation to any other co-owners or licensees of any such patented work.
- H. CONTRACTOR must include terms and conditions in all CONTRACTS or other engagement agreements with any SUBCONTRACTOR(S) as are necessary to secure these rights and protections for TWDB; and must require that its Subcontractors include similar such terms and conditions in any CONTRACTS or other engagements with its Subcontractors. For the purposes of this section, "SUBCONTRACTOR(S)" includes independent contractors (including consultants) and also employees working outside the course and scope of employment.
- I. Any work products subject to a TWDB copyright or joint copyright and produced or developed by CONTRACTOR or its SUBCONTRACTOR(S) pursuant to this CONTRACT or Subcontract or using any funding provided by TWDB may be reproduced in any media, forms or formats by TWDB or CONTRACTOR at their own cost, and be disseminated in any medium, format or form by any party at its sole cost and in its sole discretion. CONTRACTOR may utilize such work products as it deems appropriate, including dissemination of such work products or parts thereof under its own name, provided that any TWDB copyright is noted on the materials.
- J. CONTRACTOR agrees to acknowledge TWDB in any news releases or other publications relating to the work performed under this CONTRACT.

ARTICLE VI. SUBCONTRACTS

Each Subcontract entered into to perform required work under this CONTRACT must contain the following information and provisions:

- A. **Contract Dates** – There must be a starting date and ending date for work under the Subcontract.
- B. **Contract Amount** – The subcontract must list the total dollar value.
- C. **Terms of Reimbursement** – Subcontracts must be cost reimbursable. Lump sum agreements are not permitted for services. Please also note that TWDB does not reimburse "handling costs" (mark-ups) on any expenses. Any eligible travel expenses related to a subcontract will be reimbursed at the current rate for State of Texas employees, which can be found at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/>
- D. **Scope of Work** – The terms of the scope of work must be consistent with the scope of work of the CONTRACT.
- E. **Task Budget** – as appropriate. The task budget must be consistent with the task budget specified in the TWDB CONTRACT.

- F. **Expense Budget** – as appropriate. The expense budget must be consistent with the expense budget specified in the TWDB CONTRACT.
- G. **Signatures** – Each subcontract must be executed appropriately by signature, by each party to the agreement.
- H. **State Auditor's Right to Audit** - The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the CONTRACT or indirectly through a Subcontract under the CONTRACT. The acceptance of funds directly under the CONTRACT or indirectly through a Subcontract under the CONTRACT acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- I. **Financial Records:** SUBCONTRACTOR(s) and any contracted parties must maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and must make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of TWDB. Accounting by the SUBCONTRACTOR(s) and any contracted parties must be in a manner consistent with generally accepted accounting principles.
- J. **Excess Obligations Prohibited/No Debt Against the State:** Any SUBCONTRACT is subject to termination or cancellation without penalty to TWDB, either in whole or in part, subject to the availability of state funds.
- K. **License, Permits, and Insurance:** For the purpose of this SUBCONTRACT, SUBCONTRACTOR is an independent CONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. SUBCONTRACTOR must obtain all necessary insurance, in the judgment of the SUBCONTRACTOR, to protect itself, CONTRACTOR, TWDB, and employees and officials of TWDB from liability arising out of this SUBCONTRACT. SUBCONTRACTOR must indemnify and hold TWDB and the State of Texas harmless, to the extent SUBCONTRACTOR may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR, arising out of the activities under this SUBCONTRACT. SUBCONTRACTOR must be solely and entirely responsible for procuring all necessary licenses and permits which may be required for the SUBCONTRACTOR to perform the subject work.
- L. **Ownership:** It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this SUBCONTRACT and developed by SUBCONTRACTOR pursuant to this SUBCONTRACT will become the joint property of the REGIONAL WATER PLANNING GROUP, CONTRACTOR,

SUBCONTRACTOR, and the Texas Water Development Board. These materials must not be copyrighted or patented by the SUBCONTRACTOR. SUBCONTRACTOR agrees that neither the REGIONAL WATER PLANNING GROUP nor the Texas Water Development Board are parties to this SUBCONTRACT and agrees that that these entities have no liability under the terms of this SUBCONTRACT. The Texas Water Development Board is solely a third-party beneficiary under this SUBCONTRACT.

- M. **Compliance with TWDB Rules and State Law:** SUBCONTRACTOR must comply with TWDB rules and adhere to all requirements in state law pertaining to the procurement of professional services.

ARTICLE VII. AMENDMENT, TERMINATION, AND STOP ORDERS

- A. This CONTRACT may be altered or amended by mutual written consent or terminated by the EXECUTIVE ADMINISTRATOR at any time by written notice to CONTRACTOR. The EXECUTIVE ADMINISTRATOR may terminate this CONTRACT if the REGIONAL WATER PLANNING GROUP withdraws its designation of CONTRACTOR as the CONTRACT representative of the REGIONAL WATER PLANNING GROUP. Upon receipt of such termination notice, CONTRACTOR must, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this CONTRACT and cancel all existing orders insofar as such orders are chargeable to this CONTRACT. CONTRACTOR must submit a statement showing in detail the work performed under this CONTRACT up to the date of termination. TWDB, at its discretion, will pay CONTRACTOR for the work actually performed under this CONTRACT, less all payments that have been previously made and any approved by the EXECUTIVE ADMINISTRATOR to conclude the CONTRACT. Thereupon, copies of all work accomplished under this CONTRACT must be delivered promptly to TWDB.
- B. Any request to amend the CONTRACT Scope of Work (Exhibit A) must be submitted in writing by CONTRACTOR to TWDB following approval by the REGIONAL WATER PLANNING GROUP [31 TAC § 357.12(a)(3)].
- C. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to CONTRACTOR at any time. Upon receipt of such order, CONTRACTOR must discontinue all work and cancel all orders under to this CONTRACT, unless the Stop Work Order directs otherwise. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days after receipt by CONTRACTOR of the Stop Work Order, this CONTRACT is terminated in accordance with the foregoing provisions.

ARTICLE IX. LICENSES, PERMIT, AND INSURANCE

- A. For the purpose of this CONTRACT, CONTRACTOR is an independent contractor and therefore solely responsible for liability resulting from negligent acts or omissions.
- B. CONTRACTOR is solely and entirely responsible for procuring all necessary licenses and permits which may be required for CONTRACTOR to perform the subject work.

ARTICLE X. SEVERANCE PROVISION

Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or for any reason whatsoever of no force and effect, such provision(s) will be construed as severable from the remainder of this CONTRACT and will not affect the validity of all other provisions of this CONTRACT, which will remain of full force and effect.

ARTICLE XI. GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS

- A. **Disaster Recovery Plan.** Upon request of TWDB, CONTRACTOR must provide descriptions or copies of its business continuity and disaster recovery plans.
- B. **Dispute Resolution.** The dispute resolution process provided for in Texas Government Code Chapter 2009 is available to the parties to resolve any dispute arising under the CONTRACT.
- C. **Excess Obligations Prohibited/No Debt Against the State.** This Contract is subject to termination or cancellation without penalty to TWDB, either in whole or in part, subject to the availability of state funds
- D. **False Statements.** If CONTRACTOR signs its application with a false statement or it is subsequently determined that CONTRACTOR has violated any of the representations, guarantees, warranties, certifications or affirmations included in its application, CONTRACTOR will be in default under the CONTRACT and TWDB may terminate or void the CONTRACT.
- E. **Force Majeure.** Neither CONTRACTOR nor TWDB will be liable to the other for any delay in or failure of performance of any requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- F. **Governing Law and Venue.** This CONTRACT is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this CONTRACT is fixed in any court of competent jurisdiction in Travis County, Texas, unless the

specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.

- G. **Indemnification.** CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TWDB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE MUST BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND TWDB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- H. **Public Information Act.** CONTRACTOR understands that TWDB will comply with the Texas Public Information Act, Texas Government Code Chapter 552, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this CONTRACT may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, CONTRACTOR is required to make any information created or exchanged with the State pursuant to this CONTRACT, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- I. **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

2. STANDARDS OF PERFORMANCE

- A. **Personnel.** CONTRACTOR must assign only qualified personnel to perform the services required under this CONTRACT. CONTRACTOR is responsible for ensuring that any Subcontractor utilized also assigns only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.
- B. **Professional Standards.** CONTRACTOR must provide the services and deliverables in accordance with applicable professional standards. CONTRACTOR represents and warrants that it is authorized to acquire Subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner required by this CONTRACT.
- C. **Procurement Laws.** CONTRACTOR must comply with applicable State of Texas procurement laws, rules and policies, including but not limited to competitive bidding and the Professional Services Procurement Act, Texas Government Code Chapter 2254, relating to contracting with persons whose services are within the scope of practice of: accountants, architects, landscape architects, land surveyors, medical doctors, optometrists, professional engineers, real estate appraisers, professional nurses, and certified public accountants.
- D. **Independent Contractor.** Both parties hereto, in the performance of this CONTRACT, act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- E. **Proprietary and Confidential Information.** CONTRACTOR warrants and represents that any information that is proprietary or confidential and is received by CONTRACTOR from TWDB or any governmental entity will not be disclosed to third parties without the written consent of TWDB or applicable governmental entity, whose consent will not be unreasonably withheld.
- F. **Contract Administration.** TWDB will designate a contract manager for this CONTRACT. The contract manager will serve as the point of contact between TWDB and CONTRACTOR. TWDB's contract manager will supervise TWDB's review of CONTRACTOR's technical work, deliverables, draft reports, the final REGIONAL WATER PLAN, payment requests, schedules, financial and budget administration, and similar matters. The contract manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.
- G. **Nepotism.** CONTRACTOR must comply with Texas Government Code Chapter 573 by ensuring that no officer, employee or member of CONTRACTOR's

governing body votes or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.

- H. **Open Meetings.** CONTRACTOR must comply with Texas Government Code Chapter 551, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law.

3. AFFIRMATIONS AND CERTIFICATIONS

- A. **Antitrust Affirmation.** CONTRACTOR represents and warrants that, in accordance with Texas Government Code § 2155.005, neither CONTRACTOR nor any firm, corporation, partnership, or institution represented by CONTRACTOR, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business & Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of the proposal resulting in this CONTRACT to any competitor or any other person engaged in the same line of business as CONTRACTOR.
- B. **Child Support Obligation Affirmation.** CONTRACTOR represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and subcontractors to certify accordingly: "Under Texas Family Code § 231.006, contractor certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."
- C. **Dealings With Public Servants.** Pursuant to Texas Government Code § 2155.003, CONTRACTOR represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the goods or services being supplied.
- D. **Debts and Delinquencies Affirmation.** CONTRACTOR agrees that any payments due under the CONTRACT will be applied towards any debt or delinquency that is owed to the State of Texas.

- E. **E-Verify Program.** CONTRACTOR certifies that for contracts for services, CONTRACTOR will utilize the U.S. Department of Homeland Security's E-Verify system during the term of the CONTRACT to determine the eligibility of: 1) all persons employed by CONTRACTOR to perform duties within Texas; and 2) all persons, including Subcontractors, assigned by CONTRACTOR to perform work pursuant to the CONTRACT within the United States of America.
- F. **Entities that Boycott Israel.** Pursuant to Texas Government Code § 2270.002, CONTRACTOR certifies that either (i) it meets one of the exemption criteria under § 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. CONTRACTOR must state any facts that make it exempt from the boycott certification.
- G. **Excluded Parties.** CONTRACTOR certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- H. **Executive Head of a State Agency Affirmation.** In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, CONTRACTOR certifies that it is not: 1) the executive head of TWDB; 2) a person who at any time during the four years before the date of this CONTRACT was the executive head of TWDB; or 3) a person who employs a current or former executive head of TWDB.

If Section 669.003 applies, CONTRACTOR must provide the following information:

Name of Former Executive:

Name of State Agency:

Date of Separation from State Agency:

Position with Contractor:

Date of Employment with Contractor:

- I. **Financial Participation Prohibited.** Pursuant to Texas Government Code § 2155.004(a), CONTRACTOR certifies that neither CONTRACTOR nor any person or entity represented by CONTRACTOR has received compensation from TWDB or any agency of the State of Texas for participation in the preparation of the specifications or solicitation on which this CONTRACT is based. Under Texas Government Code § 2155.004(b), CONTRACTOR certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified contract and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.

- J. **Foreign Terrorist Organizations.** CONTRACTOR represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.
- K. **Human Trafficking Prohibition.** Under Texas Government Code § 2155.0061, CONTRACTOR certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
- L. **Lobbying Prohibition.** CONTRACTOR represents and warrants that TWDB's payments to CONTRACTOR and CONTRACTOR's receipt of appropriated or other funds under the contract are not prohibited by Texas Government Code §§ 556.005 or 556.0055, related to the prohibition on payment of state funds to a lobbyist or for lobbying activities.
- M. **No Conflict of Interest.** CONTRACTOR represents and warrants that the provision of goods and services or other performance under this CONTRACT will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. CONTRACTOR also represents and warrants that, during the term of this CONTRACT, CONTRACTOR will immediately notify TWDB, in writing, of any existing or potential conflict of interest relative to the performance of the CONTRACT.
- O. **Suspension and Debarment.** CONTRACTOR certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

ARTICLE XII. CORRESPONDENCE

All correspondence between the parties must be made to the following addresses:

For **TWDB:**

Contract Issues:

Texas Water Development Board
Attention: Procurement & Contract
Services
P.O. Box 13231
Austin, Texas 78711-3231
Email: contracts@twdb.texas.gov

Payment Request Submission:

Texas Water Development Board
Attention: Accounts Payable
P.O. Box 13231
Austin, Texas 78711-3231
Email: invoice@twdb.texas.gov

Physical Address:

Stephen F. Austin Building
1700 N. Congress Avenue, 6th Floor
Austin, Texas 78701

For **CITY OF NACOGDOCHES:**

Contract Issues:

Mario Canizares, City Manager
City of Nacogdoches
P.O. Box 635030
Nacogdoches, Texas 75963-5030
mcanizares@nactx.us

Payment Request Submission:

Mario Canizares, City Manager
City of Nacogdoches
P.O. Box 635030
Nacogdoches, Texas 75963-5030
mcanizares@nactx.us

Physical Address:

Nacogdoches City Hall
202 E. Pilar Street
Nacogdoches, Texas 75961-5508

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed.

TEXAS WATER DEVELOPMENT BOARD

CITY OF NACOGDOCHES

Jeff Walker
Executive Administrator

Mario Canizares
City Manager

Date: _____

Date: _____

PRESENTER: Joe Cefalu, Airport Manager

ITEM/SUBJECT: Consider approval of a budget amendment ordinance amending Ordinance No. 1835-09-20 appropriating various amounts in accordance with budget adopted for ensuing fiscal year beginning October 1, 2020 and ending September 30, 2021. This budget amendment is to receive and expend funds from the Airport Coronavirus Relief Grant Program Number 21CRNACOG under the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act. (Airport Manager)

SUMMARY/BACKGROUND: This grant is for a total of \$23,000 which will be used to purchase jet fuel and will be reimbursed 100% as an allowable cost incurred as a result of and in accordance with this Grant. The end date of the period of performance for Contract 21CRNACOG is June 6, 2025. The purpose of the CRRSAA Grant is to prevent, prepare for, and respond to the Coronavirus. Funds provided under this grant must only be used for purposes directly related to the A L Mangham Jr. Regional Airport's costs related to operations.

This grant is being made available to all airports to alleviate the costs associated with the Coronavirus shutdowns. The entire fund will be used toward the Airports aviation fuel expense for FY 2021.

FINANCIAL:

Item is not budgeted (Budget Amendment required – see attached)

Account No.: 32.560.20

Account Name: Airport FBO Fund CARES Federal Assistance Grant Revenue

Amount: \$23,000

Account No.: 32.13.610.21

Account Name: Airport FBO Fund Fuel Expense

Amount: \$23,000

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Not Applicable

CITY CONTACT: Joe Cefalu, Airport Manager
cefaluj@nacts.us
936-560-9567

ATTACHMENTS:

1. 21CRNACOG Contract
2. FBO Federal Grant Budget Amendment Ordinance

TEXAS DEPARTMENT OF TRANSPORTATION
AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM GRANT AGREEMENT

PART I – OFFER

Offer Date	<u>June 24, 2021</u>
Airport	<u>A.L. Mangham, Jr. Regional Airport</u>
CARES Grant Number	<u>21CRNACOG</u>
Unique Entity Identifier	<u>021476544</u>
TO:	<u>City of Nacogdoches, Texas</u> (herein called the “Sponsor”)

FROM: The State of Texas, acting through the Texas Department of Transportation (herein called the “State”)

WHEREAS, the Sponsor has submitted to the State an Airports Coronavirus Response Grant Program (herein called “ACRGP”) Application dated May 26, 2021, for a grant of Federal funds at or associated with A.L. Mangham, Jr. Regional Airport; which is included as part of this ACRGP Grant Agreement, (herein called the “Grant”);

This Agreement is made and entered into by and between the Texas Department of Transportation, (hereinafter referred to as the "State"), for and on behalf of the State of Texas, and City of Nacogdoches, Texas, (herein called the "Sponsor").

WHEREAS, City of Nacogdoches has accepted the terms of the State’s Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the State has approved the Grant Application for A.L. Mangham, Jr. Regional Airport consisting of the following:

WHEREAS, the purpose of this Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this Grant must only be used for purposes directly related to the airport and shall be provided to such covered airport using this Grant which include the terms, conditions, and assurances attached hereto. Such purposes can include the reimbursement of an airport’s costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens in accordance with the limitations prescribed in the Act and incurred no earlier than January 20, 2020. This Grant also may be used to reimburse a Sponsor’s payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this Grant will be governed by the same principles that govern “airport revenue.” New airport development projects not directly related to combatting the spread of pathogens may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the ACRGP Request for Funding, and in consideration of (a) the Sponsor’s acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the

conditions as herein provided,

THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE STATE OF TEXAS, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is.

The following amount represents the calculation of the maximum total obligation available under the provisions of the CRRSA Act, provided to the Sponsor according to CRRSA Act formulas:

\$23,000

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this Grant. The end date of the period of performance is **June 6, 2025.**

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the State authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the State has determined to be unallowable under ACRGP.
4. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
5. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant, the CRRSA Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the State any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from State. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Grant and any addendum that may be attached hereto at a later date by mutual consent.
6. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the State will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before April 1, 2025, or such subsequent date as may be prescribed in writing by the State.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal

antitrust statutes, or misused in any other manner, including uses that violate this Grant, the CRRSA Act or other provision of applicable law. For the purposes of this Grant, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the State.

9. **State of Texas Not Liable for Damage or Injury.** The State is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant, including, but not limited to, any action taken by the Sponsor related to or arising from, directly or indirectly, this Grant.
10. **Electronic Grant Payment(s).** The Sponsor must use the eGrants system to electronically submit each pay request, and associated support documentation. The State will provide payment request forms to upload with supporting documentation. The State will review invoices manually to ensure payment eligibility and is committed to processing payments in a timely manner.
11. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
12. **Buy American.** Unless otherwise approved in advance by the State, in accordance with 49 U.S.C. § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any permitted use for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract under this Grant.
13. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the State.
14. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. Upon request of the State, the Sponsor shall provide one copy of the completed audit to the State.
15. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - B. Require prime contractors and subcontractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

- C. Immediately disclose to the State whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

16. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all contracts and subcontracts.

17. Trafficking in Persons.

- A. The Sponsor, as the recipient, and the Sponsor's employees, under this award, may not —
 - 1. Engage in severe forms of trafficking in persons during the period of time this Grant is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the Grant.
- B. The State as the awarding agency may unilaterally terminate this award, without penalty, if a Sponsor that is a private entity —
 - 1. Is determined to have violated a prohibition in paragraph A of this Grant term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A of this Grant term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Assigned to the Sponsor using the standards and due process for directing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. The Sponsor must inform the State immediately of any information received from any source alleging a violation of a prohibition in paragraph A during this Grant term.
- 4. The State's right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

- b. Is in addition to all other remedies for noncompliance that are available to the FAA and State under this Grant.

18. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of the Sponsor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the Sponsor; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

19. Limitations. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the State prior to the date of this Grant.

20. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the State and Sponsor fail to comply with this requirement, the State may suspend, cancel, or terminate this Agreement.

21. Face Coverings Policy. The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) guidelines and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the Airport property, except to the extent exempted under those requirements. This special

condition requires the airport Sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees to treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the Airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired using funds provided under this Grant:
 - a. Will be maintained and used at the Airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the State.

The Sponsor further agrees to maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

1. **Utilities Proration.** For purposes of computing the Sponsor's share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor, as applicable, to operate and maintain airport(s) included in this Grant must not exceed the percent attributable to the capital or operating costs of the airport.
2. **Utility Relocation in Grant.** The Sponsor understands and agrees, that:
 - a. The State will not participate in the cost of any utility relocation unless and until the Sponsor, has submitted evidence satisfactory to the State, that the Sponsor is legally responsible for payment of such costs;
 - b. State participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport for which the Grant is made.
3. **Land Acquisition.** Where funds provided for by this Grant used for the purpose of acquiring land, the State agrees and will require the Sponsor agree to record the Grant, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

SPECIAL CONDITIONS FOR SPECIFIC ACRGP FUNDING- TOWER

CONDITION FOR FAA FEDERAL CONTRACT TOWERS FUNDS –

1. **ACRGP FCT Operations.** The Sponsor agrees to use the funds in this Grant allocated specifically to cover lawful expenses to support Federal Contract Tower operations in accordance with the CRRSA Act, Public Law 116-260, Division M, Title IV. Use of these funds is limited to the following:
 - a. expenses incurred by the Sponsor on or after December 27, 2020 to support Federal Contract Tower operations such as payroll, utilities, cleaning, sanitization, janitorial services, service contracts, and combating the spread of pathogens, which may include items generally having a limited useful life, including personal protective equipment and cleaning supplies, as well as debt service payments; and
 - b. eligible equipment for Federal Contract Tower operations defined in [FAA Reauthorization Program Guidance Letter](#) 19-02, Appendix A: FCT Minimum Equipment List, acquired on or after December 27, 2020.

The Sponsor may not use funds allocated for Federal Contract Tower operations for other airport purposes. The Sponsor agrees to submit invoices for reimbursement for these funds separately from other invoices for funds provided in this Grant. Funds not expended under this condition are subject to recovery by FAA.

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application. The Sponsor understands funding made available under this Grant may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, the Grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated: _____

City of Nacogdoches, Texas

City of Nacogdoches, Texas

*(Signature of Sponsor's Authorized
Official)*

By:

Mario Canizares

*(Typed Name of Sponsor's Authorized
Official)*

Title:

City Manager

(Title of Sponsor's Authorized Official)

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the ACRGP, constituting the contractual obligations and rights of the State and the Sponsor with respect to the accomplishment of the grant application and compliance with the assurances and conditions as provided herein. Such Grant shall become effective upon the Sponsor's acceptance of this Offer.

**STATE OF TEXAS
TEXAS DEPARTMENT OF
TRANSPORTATION**

(Signature)

Dan Harmon

(Typed Name)

Director, Aviation Division

(Title)

**AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)
ASSURANCES
AIRPORT SPONSORS**

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Relief and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law Number, Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The Sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 - Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 14005 - Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4}
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 - Seismic Safety.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport.** It certifies that the reimbursement sought is for a purpose directly related to the Airport.
2. **Responsibility and Authority of the Sponsor.**
 - a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 - b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.
3. **Good Title.** It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
4. **Preserving Rights and Powers.**
 - a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
 - b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the Airport will continue to function as a public-use airport in accordance with this Grant Agreement.
 - c. If an arrangement is made for management and operation of the Airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.
5. **Consistency with Local Plans.** Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application or State subaward as applicable) of public agencies that are authorized by the

State in which the project is located to plan for the development of the area surrounding the Airport.

6. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.
7. **Consultation with Users.** In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the Airport at which project(s) is/are proposed.
8. **Pavement Preventative Maintenance.** With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the Airport, it assures or certifies that it has implemented an effective Airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the Airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
9. **Accounting System, Audit, and Record Keeping Requirements.**
 - a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
10. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference. It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the Airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the Airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the Airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the Airport. Nothing contained herein shall be construed to require that the Airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of

the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights. The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the Airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP State Block Grant Agreement will only be expended for the capital or operating costs of the Airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the Airport(s) subject to this Agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the Airport, and debt service payments as prescribed in the Act.
- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the Airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the Airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the Airport showing:
 - 1) boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the Airport's property boundary. Such Airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport layout plan. The sponsor will not make or permit any changes or alterations in the Airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the Airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the Airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the Airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the Airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights. It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct,

expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.
- 21. Foreign Market Restrictions.** It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 22. Policies, Standards and Specifications.** It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 25, 2021, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 23. Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the Airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 24. Disadvantaged Business Enterprises.** The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this Agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).
- 25. Acquisition Thresholds.** The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

AN ORDINANCE AMENDING ORDINANCE NO. 1835-09-20 APPROPRIATING VARIOUS AMOUNTS IN ACCORDANCE WITH BUDGET ADOPTED FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021.

WHEREAS, the City Council of the City of Nacogdoches, Texas has approved and adopted the budget for said city for the ensuing fiscal year beginning October 1, 2020 and ending September 30, 2021.

WHEREAS, the Coronavirus Relief Grant number 21CRNACOG under the CRRSA Act Airport Grant funds from the U.S. Treasury's General Fund to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency will be administered by the FAA's Office of Airports to airport sponsors; and

WHEREAS, Nacogdoches A.L. Mangham Jr. Regional Airport is allocated to receive \$23,000 and to expend funds for a combination of local share for capital improvement and/or operating expenses; and

WHEREAS, with the adoption of this ordinance, the Airport is authorized to expend said funds in accordance with the FAA's Revenue Use Policy, and with guidance from the FAA regional and airport's district offices for CARES Act Airport Grant implementation and administration.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Nacogdoches that sums of money as herein set forth in said budget are hereby appropriated and amended for the receipt of funds /payment of operations of the city government of the City of Nacogdoches as follows:

Fund	Dept.	Acct.	Department	Description	Amt.
32		560.20	Airport FBO	Federal Assistance Grant Revenue	\$23,000
32	13	610.21	Airport FBO	Fuel Purchase Expense	\$23,000

PASSED AND APPROVED this the 20th day of July, 2021.

Jimmy Mize, Mayor
City of Nacogdoches

ATTEST:

Jan Vinson, City Secretary

Approved as to form: _____
Steven Kirkland, City Attorney

Approved as to content: _____
Pamela Curbow, Director of Finance



City Council Meeting

Date: July 20, 2021

Agenda Item: 6.D.

PRESENTER: Steve Kirkland, City Attorney, Heather Watts, Municipal Court Judge

ITEM/SUBJECT: Consider approval of a Memorandum of Understanding between the City of Nacogdoches and McCreary, Veselka, Bragg and Allen, P.C. for the purpose of assisting with the City's participation in the Scofflaw Program. (City Attorney and Municipal Court Judge)

SUMMARY/BACKGROUND: The City of Nacogdoches Municipal Court currently contracts with McCreary, Veselka, Bragg and Allen, P.C. (MVBA) to assist the City of Nacogdoches in the collection of delinquent court fines and fees. To further enhance their efforts, MVBA will assist the City with the implementation of the Scofflaw Program. This program allows a City to submit data to the Technology Support Branch (TSB) of the Texas Department of Motor Vehicles (DMV) relating to defendants who have outstanding warrants after failing to appear or failing to pay a fine on a traffic citation. Once the Scofflaw code is placed on the defendant's vehicle registration by the DMV a renewal of registration will not be permitted until the case is resolved.

FINANCIAL:

No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Not Applicable

CITY CONTACT: Steven Kirkland, City Attorney
kirkland@nactx.us
936-559-2503

Heather Watts, Municipal Court Judge
wattsh@nactx.us
936-559-2641

ATTACHMENTS: 1. Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NACOGDOCHES, TEXAS
AND
McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**

I. PARTIES

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the **CITY OF NACOGDOCHES, TEXAS** acting herein by and through its governing body, hereinafter styled, “**CITY**” and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled “**MVBA**”.

II. PURPOSE

To clearly identify the roles and responsibilities of each party required for MVBA to assist with the Cities participation in the Scofflaw Program or Vehicle Registration Denial Program, as outlined in the Texas Transportation Code Sec. 502.185 (commonly known as the Scofflaw Program).

III. SCOPE OF WORK

The City has contracted with MVBA for the collection of delinquent court fines and fees. To further enhance their efforts, MVBA will assist the City with the implementation of the Scofflaw Program. This program allows a City to submit data to the Technology Support Branch (TSB) of the Texas Department of Motor Vehicles (DMV) relating to defendants who have outstanding warrants after failing to appear or failing to pay a fine on a traffic citation. Once the Scofflaw code is placed on the defendant’s vehicle registration by the DMV a renewal of registration will not be permitted until the case is resolved.

IT IS UNDERSTOOD AND AGREED THAT:

THE CITY AGREES TO enter into the necessary contract with the DMV. The City will timely provide delinquent cases to MVBA on which warrants have been issued and provide the necessary updates to MVBA to allow for the removal of the appropriate registration codes.

MVBA AGREES TO conduct the Scofflaw program on behalf of the City as part of the delinquent collection process. MVBA will provide the funds necessary to post the required bond with DMV and pay all costs associated with the file submissions required for inquiry, flagging and clearances. MVBA will timely submit the appropriate files to DMV to match the defendant and the appropriate vehicle, to code the appropriate registration record and to clear the appropriate records. MVBA will provide the City with the information concerning the successful submissions to DMV. This information will be available on the Court’s Web Access or in a list submitted to the City.

IV. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this agreement begins on the date of execution by both parties below and will remain in force for the duration of the Contract for Collection of Delinquent Court Fines and Fees Assessed By The City of Nacogdoches, Texas executed May 5, 2006.

V. SIGNATURES

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this Memorandum of Understanding.

This Memorandum of Understanding may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2021.

CITY OF NACOGDOCHES, TEXAS

_____,
City Manager

McCREARY, VESELKA, BRAGG & ALLEN, P.C.

Harvey M. Allen
Attorney at Law



City Council Meeting

Date: July 20, 2021

Agenda Item: 6.E.

PRESENTER: Steve Kirkland, City Attorney, Heather Watts, Municipal Court Judge

ITEM/SUBJECT: Consider approval of an Interlocal Agreement by and between the City of Nacogdoches and the Texas Department of Motor Vehicles for Scofflaw Services. (City Attorney and Municipal Court Judge)

SUMMARY/BACKGROUND: The Texas Department of Motor Vehicles contracts with local governments to place "flags" on the vehicle records of owners of vehicles who have past due fines, fees or taxes that are owed to the local government. A "scofflaw" remark will be displayed on inquiry devices as part of the the vehicle record so the local government may deny registration until fees are paid.

FINANCIAL:

No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Not Applicable

CITY CONTACT: Steven Kirkland, City Attorney
kirklands@nactx.us
936-559-2503
Heather Watts, Nacogdoches Municipal Court Judge
wattsh@nactx.us
(936) 559-2640

ATTACHMENTS: 1. TxDMV Contract

COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

(TxDMV)

(Local Government)

II. PURPOSE: Scofflaw Services contract for marking Texas Motor Vehicle Registration Records.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDMV will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: Contract payment must conform to the provisions of **Attachment B**, Budget. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates five years from the date this contract is executed by **TxDMV**, or when otherwise terminated as provided in **Attachment C**, Article 5 of this contract.

VI. LEGAL AUTHORITY: THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

TxDMV further certifies that it has the authority to perform the services by authority granted in Section 702.003 of the Texas Transportation Code.

Each party certifies that its governing body authorized this contract.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Contact Information for Technical Assistance, and **Attachment E**, Account Information.

(Name of Local Government)

By _____ Date _____

Authorized Signature

Printed Name and Title

FOR TxDMV

By _____ Date _____

Authorized Signature

Printed Name and Title

ATTACHMENT A

Scope of Services

TxDMV will:

1. On initial probes (inquiries) of data submissions received from the Local Government, generate an output file containing matching license plates. If no vehicle record is found, such factual information will be indicated on the output file together with the input data. Input and output files will be returned to the Local Government after completion of the computer run.
2. Place “flags” on vehicle records based on data submissions received from the Local Government containing “flag” request codes.
3. Remove “flags” from vehicle records based on data submissions received from the Local Government containing “clear” request codes.

Local Government must:

1. Provide data submissions to **TxDMV** in accordance with **TxDMV** specifications for computer run of initial probes (inquiry), flags (marking) of vehicle records, and clears (removal) of flags. Due to changing technology, these specifications will be distributed by **TxDMV** to the Local Governments on September 1st of every year.
2. Submit an application to establish the method of payment (see **Attachment E**), and establish an account prior to submitting inquiries.

ATTACHMENT B

Budget

Fees for file submission and transactions must be submitted to **TxDMV** in accordance with 43 Texas Administrative Code Sections 217.123 and 217.124.

Payments must be submitted to the following address:

Texas Department of Motor Vehicles
IT Services Division, Data Support Services
PO Box 5020
Austin, TX 78763-5020

A deposit of at least \$500.00 must be provided to TxDMV for placement in a non-interest-bearing-account.

This deposit is to cover estimated service use. Payment of the deposit must be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract.

The deposit must be paid before the Local Government submits a probe (inquiry) or a request for placement or removal of a flag from motor vehicle records.

If the balance in the account falls below the \$350.00 minimum balance, **TxDMV** may suspend processing probes, or placing or removing "flags" from motor vehicle records for the Local Government until a deposit is made by the Local Government, in an amount sufficient to increase the balance in the account to the \$350.00 minimum balance.

- A. If the Local Government chooses to establish a "Pay on Request" account, the applicable payment of fees must be made each time a request to probe (search/inquiry) or to place or remove "flags" from motor vehicle records is submitted to **TxDMV**.
- B. As an alternative, if the Local Government chooses to establish an escrow "Prepaid Account", **TxDMV** will establish an account in the name of the Local Government. Charges will be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Local Government, as provided below.

The \$500.00 minimum balance may increase depending on established monthly usage by the Local Government. This additional funding is payable within fifteen (15) days from receipt of notification from **TxDMV**.

An escrow account balance statement will be provided by **TxDMV** each time a probe or a request to place or remove "flags" from motor vehicle records is submitted.

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Contracts

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract will prevail.

Article 3. Disputes

TxDMV will resolve any contractual or administrative issues regarding this contract.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by **TxDMV** under this contract will be owned by **TxDMV**.

Article 5. Termination

This contract may be terminated by mutual written agreement or 30 days after either party gives notice to the other party, whichever occurs first. Upon termination of this contract any remaining funds in either a "Pay on Request" account or a "Prepaid Account" as described in **Attachment B** will be refunded to the Local Government following settlement of any outstanding processing fees.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with **TxDMV** under this contract may not make any offer of benefits, gifts, or favors to employees of **TxDMV**.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties must comply with all applicable laws regarding the performance under this contract.

Article 9. Signatory Warranty

Each signatory warrants that the signatory has the necessary authority to execute this contract on behalf of the entity represented.

Article 10. Notices

The parties will email each other for any notice requirements under this contract. Either of the parties may change its email address or designated individual to receive notices by giving the other party written notice, specifying the new address or individual, and the date upon which the change will become effective.

If to TxDMV:

IT Services Division, Data Support Services

Email: VTR_SCOFFLAW@txdmv.gov

If to the Local Government:

_____ (Insert name of contact)

Email: _____ (Insert email address for contact)

ATTACHMENT D

Contact Information for Technical Assistance

Technical assistance regarding probes, placing and removing "flags" in motor vehicle records, and requests for information regarding payments for your account may be obtained by contacting the IT Services Division, Data Support Services at VTR_SCOFFLAW@txdmv.gov.

ATTACHMENT E

Account Information

IT SERVICES DIVISION 4000 JACKSON AVENUE, AUSTIN, TEXAS 78731-6007 PLEASE PRINT OR TYPE		Contract Number						
Type of Account Requested: _____ "Prepaid" Account _____ "Pay on Request" Account								
DATE:	ATTN: (Name and Telephone Number of Person Responsible for Account)							
ACCOUNT NAME:								
BILLING ADDRESS:								
ATTENTION: (Name and Mailing Address of the Person Responsible for Sending and Receiving Files)								
MAILING ADDRESS:								
E-MAIL ADDRESS: (For Contact Purposes by E-mail)								
BUSINESS TELEPHONE NUMBER:	BUSINESS FAX NUMBER:							
<i>For Department Use Only</i> Escrow Amount Date Contract Signed _____ <u>Account Terminated/Canceled</u> <table><tr><td>Non-Payment</td><td>User Request</td><td>Account Number</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr></table>			Non-Payment	User Request	Account Number	_____	_____	_____
Non-Payment	User Request	Account Number						
_____	_____	_____						

PRESENTER: Brittany Tucker, Human Resources Generalist

ITEM/SUBJECT: Consider approval of a Temporary Worker Services Contract with Advance'd Temporaries, Inc./A.T. Staffing and authorize the City Manager to execute necessary documentation. (Human Resources Generalist)

SUMMARY/BACKGROUND: The City utilizes temporary staffing services to help with staffing needs in various departments. Temporary staffing is used when a department has multiple vacancies at once, if a vacancy increases the workload beyond current staff capabilities, or the workloads increase during the year but doesn't justify additional employee(s). Each year Parks and Cemetery Departments utilize temporary staffing services to assist with grass cutting and cleanup of leaves when these duties are in high demand. Due to temporary need for staffing, the City saves money by utilizing temporary staffing services instead of hiring additional employees.

In December 2020, the City sent out request for proposals for Temporary Employment Services receiving proposals from 8 different temporary staffing agencies. Staff reviewed all proposals and selected Advance'd Temporaries, Inc./A.T. Staffing based on evaluation criteria of the request for proposals. Evaluation criteria included clarity of the proposal and conformity to required format of the proposal, qualifications and experience, rates and expenses, methodology, references, and acknowledgement to sign City's standard form of agreement.

City staff recommends awarding the contract for Temporary Worker Services to Advance'd Temporaries, Inc./A.T. Staffing.

FINANCIAL:

Item is budgeted:

Account No.: Budgeted in all Departments Salary Accounts

Account Name:

Amount: Not to exceed amount of \$120,000.00

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Not Applicable

CITY CONTACT: Brittany Tucker, Human Resources Generalist
tuckerb@nactx.us
936-559-2569

ATTACHMENTS:

1. Temp Services RFP Score Sheet
2. A.T. STAFFING FINAL CONTRACT

City of Nacogdoches
RFP# 21-10-110 - Temporary Employment Services Scoring Sheet

Criteria	Scoring Weight	Scoring Range	VENDOR #1 Advanced Temporaries	VENDOR #2 Cambay	VENDOR #3 Diskriter	VENDOR #4 E Solutions	VENDOR #5 Manpower	VENDOR #6 Spherion	VENDOR #7 Sybyte	VENDOR #8 vTech Solutions
Rates & Expenses	60%	0-60	54	51.43			54.64	45.26	44.16	
Qualifications & Experience	30%	0-30	27	14			26	27	25	
References	10%	0-10	10	6.66			9	9	7.66	
Totals:			91	72.09			89.64	81.26	76.82	

Tabulated by: **AVERAGES**

Date: 3/8/2021

Proposal evaluation factors are as follows with scoring range scale low (worst) high (best):

1. Rates and Expenses as described in Tab B.....60 Points Maximum
2. The firm's Qualifications and Experience as described in Tab A.....30 Points Maximum
3. References and recommendations from past clients as described in Tab D10 Points Maximum

**CITY OF NACOGDOCHES
TEMPORARY WORKER SERVICES CONTRACT**

This Temporary Worker Services Contract is by and between the **City of Nacogdoches**, a Texas Home-Rule Municipal Corporation (the "City"), and **Advance'd Temporaries, Inc./A.T. Staffing** (the "Contractor"), for the following work: for the provision of temporary workers to the City as described in the Scope of Services attached as **Exhibit "A"**.

**ARTICLE I
PAYMENT AND TERM**

1.1 Consideration. In consideration for the services performed on an as-needed basis in the Scope of Services and Contractor's completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **one hundred and twenty thousand and 00/100 Dollars (\$120,000.00)**.

1.2 Payment Application. Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

1.3 City's Payment and Approval. The City will pay Contractor as shown in **Exhibit "B"** Rate Schedule and **Exhibit "C"** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City's receipt of the payment application and the City's approval of the services. City will not be financially liable or obligated to pay if Contractor cannot provide temporary workers or if temporary workers are unable to report within time requested. In no event shall City be liable to Contractor to wait beyond the requested time limit for temporary workers' services.

1.4 Term. This Contract shall be for an initial term of three (3) years commencing upon the date the Contract becomes fully executed. The City reserves the option to renew this Contract for up to two (2) additional one (1) year terms.

1.5 Time is of the Essence. The Contractor must complete all the services described in **Exhibit "A"** Scope of Services, on a day to day, as needed basis.

1.6 Non-Exclusive Contract. Contractor agrees that this is not an exclusive contract and that City reserves the right to enter into concurrent contracts with other contractors who provide identical or similar temporary worker services.

1.7 Executed Contract. The "Notice to Proceed" will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

1.8 City's Representative. City shall designate representatives to act as contact persons on behalf of City.

**ARTICLE II
NOTICE FOR SERVICES**

2.1 City's designated representatives shall directly notify the Contractor that the City requires temporary workers by telephone, text message, e-mail, or other electronic means of communication.

2.2 Upon receipt of said request, Contractor shall (1) immediately inform City whether temporary workers are available for the vacant position(s) and (2) whether the temporary workers can report for duty within the City's requested time period.

2.3 If primary Contractor is unable to supply temporary workers as specified in the request, City shall contact a secondary contractor, and notify primary Contractor of such action.

2.4 When multiple temporary workers are needed, City reserves the right to contact multiple Contractors simultaneously to fulfill City's requirements.

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.1 The term "employee of Contractor" or "Contractor's employee" shall mean and include only those hired by, paid by, and having a direct contract with Contractor for performance of work for the City.

3.2 **Independent Contractor.** It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. The City shall have no responsibility to any employee of Contractor, employed by Contractor for performance of work for the City, and employees of Contractor shall look exclusively to the Contractor for any payments due. This Contract does not create a joint venture. Nothing contained herein shall create any contractual or employment relations between any employee of Contractor, and the City. Every employee of Contractor shall be bound by the terms and conditions of this Contract and the Contract Documents as far as applicable to their work.

3.3 **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work for the City. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relationship between any subcontractor and the City.

ARTICLE IV CITY RESPONSIBILITIES

4.1 City will determine the temporary workers' job responsibilities, duration of assignment, work hours, assignment-specific qualifications, and essential job functions. The City of Nacogdoches RFP and its associated attachments and tabs shall be incorporated into this Contract for all purposes. The RFP shall be attached as **Exhibit "D"**. Contractor's responses to the RFP shall be attached as **Exhibit "E"**.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Contractor shall be responsible for hiring, reassigning, controlling, directing, and discharging employees of the Contractor.

5.2 Contractor shall also be responsible for the following:

- 5.2.1. obtaining and verifying temporary employee's proof of identity
- 5.2.2. determining temporary employee's eligibility to work in the United States
- 5.2.3. scheduling pre-employment drug testing
- 5.2.4. verifying applicant has a valid Texas ID card or driver license with the Texas Department of Public Safety

5.3 In addition to the services specifically listed herein, Contractor shall provide the following services:

- 5.3.1 Screen and interview applicants to ensure they meet the job qualifications
- 5.3.2 Administer appropriate tests for each position
- 5.3.3 Ensure applicant meets appropriate background and license(s) requirements for the assignment
- 5.3.4 Ensure applicant produces a "negative" result on pre-employment drug testing

5.4 Contractor shall have authority to act on behalf of City only to the extent provided in this Contract unless modified by a signed written instrument by City.

5.5 Contractor shall exercise the utmost care and diligence in screening, interviewing, hiring, and verification of information provided by applicants, and referring of temporary workers.

5.6 The Contractor agrees to supply only orderly and competent temporary workers skilled in the performance of the type of work required, and further agrees that whenever City's Representative shall inform the Contractor either orally or in writing that, in City's sole opinion, such temporary workers are unable to perform the work, are disorderly, incompetent, or are unsatisfactory to City for any reason, Contractor shall promptly remove temporary workers.

ARTICLE VI INSURANCE

6.1 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, Workers' Compensation insurance, and insurance against claims for injuries to persons, damages to property, and professional liability, that may arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.

6.2 All of the Contractor's insurance policies shall list the City of Nacogdoches, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are attached in **Exhibit "F"**. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "G"**.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

7.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE VIII GENERAL TERMS

8.1 Performance. Contractor, its employees, associates, or subcontractors shall perform all of the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

8.2 Termination. The City may terminate this Contract, at any time, for convenience. In the event of such termination, the City will notify the Contractor in writing and the Contractor shall cease work immediately. Should the City terminate this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred before the date of termination.

8.3 Venue. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Nacogdoches County, Texas.

8.4 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

8.5 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

8.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

8.7 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

8.8 Assignment. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

8.9 Invalid Provisions. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8.10 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

8.11 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

8.12 Effective Date. This Contract will be effective when it is signed by the last party making it fully executed.

8.13 Notice. Any official notice under this Contract will be sent to the following addresses:

City of Nacogdoches
Attn: City Manager
PO BOX 635030
Pilar Street
Nacogdoches, TX 75963
canizaresm@nactx.us

Advance'd Temporaries, Inc./A.T. Staffing
Attn: Denise Vansau
1411 E. Lufkin Ave
Lufkin, TX 75901
936-632-8213
dvansau@advtemp.com

8.14 Boycott. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas government Code, Contractor verifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract.

8.15 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

8.16 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

8.17 Exhibits. All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

List of Exhibits

- A. Scope of Services
- B. Rate Schedule
- C. Payment Schedule
- D. RFP 21-10-110
- E. Contractor's Completed Response to RFP 21-10-110 (Including Best and Final Offer)
- F. Insurance Requirements
- G. Certificates of Insurance

ADVANCE'D TEMPORARIES, INC./A.T. STAFFING

CITY OF NACOGDOCHES

By: Denise Vansau

Printed Name: Denise Vansau

Title: Branch Manager

Date: 6/30/2021

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

EXHIBIT A

Scope of Services

Job Specifications

Job Categories lists most of the job classifications that have been filled by temporary workers from temporary employment agencies and the more commonly used occupational categories. The job specifications used to describe the work to be performed by the temporary workers have been developed to designate acceptable minimum requirements for temporary workers.

Workers furnished by Firm(s) shall be placed with the City with the understanding that they are employees of the Firm (agency) and not the City. There are no employee benefits associated with temporary work and placement with the City is not a guarantee that an offer of permanent employment will be made.

Wages

The City will assign appropriate hourly wage rates to be paid to temporary workers for the skills specified for each job category. The Firm(s) shall provide a firm fixed multiplier rate that will apply to all categories listed. The multiplier is considered the percentage or number that shall be multiplied by the hourly wage rate to calculate the bill rate for the temporary employee's services. Multipliers shall be firm and fixed for a period of twelve (12) months.

Resumes

Resumes or equivalent document(s) may be reviewed for all temporary worker positions and must be provided upon request or at the time of interview with the City.

Testing and Training

Workers provided under this contract shall have all necessary skills to meet job requirements. Firm must provide a complete description of testing requirements (typing wpm, computer software, etc.), measures, and evaluations in hiring, screening, and matching job specific skills.

Firm(s) shall be responsible for a safety-training program, relative to the work involved, which is made available to temporary workers at the Firm's expense.

Confirmation of any worker's successful completion of the training will be provided to the City.

Orientation

Firm(s) shall be responsible for an orientation program to introduce temporary workers to the City of Nacogdoches. Orientation will be made available to temporary workers at the Firm's expense.

Training/orientation is to contain such policies as anti-discrimination, harassment, sexual harassment prevention, HIPAA (where applicable to the specific work assignment), confidentiality of sensitive/personal personnel data, Americans with Disabilities Act, drug-free workplace and other training necessary to ensure the temporary workers understanding of work related statutes.

Drug Testing

Temporary workers must receive a negative result on the pre-employment drug test prior to placement. Testing will be completed at the sole expense of the Firm(s). Firm(s) shall provide test results to the City upon request.

Background Checks

A criminal background check shall be conducted for all temporary workers assigned to the City at the sole expense of the Firm. Individuals may be rejected if the prospective temporary worker's criminal history reveals:

- 1) Felony convictions
- 2) Misdemeanor convictions involving violence, theft, drugs, or sexual misconduct. (Requires additional review with the Human Resources department)
- 3) Convictions of an offense of Class A or B within the last ten (10) years
- 4) Arrests without conviction for a crime that would make him/her unacceptable for employment by the City of Nacogdoches.
- 5) All remaining lesser convictions shall be referred to the Human Resources Director for evaluation.

Certifications and Licenses

Firm(s) will assure that temporary workers hold all necessary certifications, licenses, etc. (such as valid, unrestricted Texas drivers license) as required by the City, depending on requirements for the position for which the temporary worker is assigned. For positions requiring driving for City business, temporary workers may not be allowed to drive City-owned or rented/leased vehicles, or privately owned vehicle, in the City's sole discretion, to conduct authorized City business if the driver license record reveals that the temporary worker has any of the following:

- 1) Three (3) moving violation convictions during the last twelve (12) month period.
- 2) Five (5) moving violation convictions during the last twenty-four (24) month period.
- 3) A DWI/DUI conviction, to include deferred adjudication and/or nolo contendere, during the last thirty-six (36) month period.

Call Off

The City reserves the right to call off any temporary worker who reports to work and are deemed unsatisfactory. The City will pay for only hours worked.

Work Hours and Breaks

Hours worked will be reported in whole and quarter hours. The City will specify the time for the temporary worker's arrival and departure from the work site. Temporary workers shall not be paid for time spent applying and testing/interviewing for City assignments nor for any time not actually spent in productive work for the City.

As scheduled by the immediate supervisor, a temporary worker may take two (2), fifteen (15) minute break periods each work day. Temporary workers are not entitled to extra compensation in lieu of a break, nor can the time allowed for a break period be applied to any other absence, leave, or time off.

Employees who are scheduled to work the regular hours the City is open for business are generally allotted one (1) hour per day for an unpaid lunch period. Employees who work shift work are generally allotted thirty (30) minutes per day for an unpaid lunch period. Employees should not perform work during the lunch period without obtaining permission from their immediate Supervisor.

Work assignment shall vary depending on the needs of the individual City departments and work may include shifts, holidays, weekends, etc.

Temporary workers will not work overtime or beyond the work shift without prior written authorization from the requesting department supervisor/manager. Time and one-half the regular hourly rate will be paid for hours in excess of the initial forty-hour work week.

Tax Obligations

The City will not be held responsible for any tax obligation, including, but not limited to, Federal Income Tax withholding, FICA, or unemployment compensation.

Reports

The Firm(s) shall provide to the City a usage report showing the total number of days filled for each worker category included in this contract. This report is due thirty (30) days prior to the end of each twelve (12) month period of the contract.

EXHIBIT B
Rate Schedule

Quantities

Quantities listed are estimates of the City's anticipated needs and will be used for tabulation purposes only. The specified estimates are not guaranteed minimums.

Wages

The City will assign appropriate hourly wage rates that are to be paid to temporary employees for the skills specified for each job category listed. The multiplier is considered the percentage or number that shall be multiplied by the specified hourly wage rate to calculate the bill rate for the temporary employee's service. Multipliers shall be firm for a period of twelve (12) months.

Pay Rate = Hourly Rate Established by the City to be paid to the Temporary Employee

Multiplier = Percentage Markup the Firm is proposing to upcharge the City for Placement Services

Bill rate = Pay rate (x) Multiplier

Clerical/Entry Level

Multiplier 1.38

Performs basic clerical functions including simple data entry, typing forms, processing mail, and performing receptionist work. Responsibilities include filing, faxing, copying, directing telephone and walk-in customers, cashiering, and processing and distributing mail. Provides general information to callers or visitors. Must have customer service, clerical or administrative support experience related to the area of assignment, experience using a computer, modern office equipment, coordinating meetings and events, filing and preparing a variety of reports and correspondence, communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc., sufficient to exchange or convey information and to receive work direction.

Administrative Level

Multiplier 1.38

Performs more complex clerical and administrative duties that require specialized skills and independent judgment in reviewing, processing, communicating and maintaining various records and information with additional responsibilities as follows: ability to interface with Executives and handle confidential matters. Requires advanced competency in Microsoft Office suite of applications including MS Word, MS Excel, MS PowerPoint, etc.. Operates a computer system to input data; compiles information and ensures it is complete and accurate. Generates reports and other information; distributes to proper personnel; assists in routing calls/visitors to appropriate source; and may perform other general office duties. Should have some working experience related to area of assignment, some typing, answering inquiries, and using a numeric key pad. Requires skill in reading computer reports and conducts basic research. Must have experience using a computer, modern office equipment/procedures, data entry and database management; filing procedures and practices; customer service principles and practices; English language, grammar, and punctuation.

Field Services Level

Multiplier 1.38

Performs routine maintenance and operations activities involving streets, animal services, parks, forestlands, waste management, grounds, drainage, and cemeteries. Based upon assignment, is responsible for activities such as cleaning buildings; controlling vegetation; maintaining debris and waste; mowing and weedeating, using light equipment, maintaining

vehicles and equipment and supporting special events. This level also includes reading, recording and maintenance of water meters. Must have communication and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction. May require availability for emergency response assignments.

CDL/Operator Level

Multiplier 1.38

Operates commercial vehicles for the residential and commercial collection of solid waste or brush. Operates heavy equipment to ensure the clearance of debris from roadways, rights-of-way and City property. Assists in the following major areas: Traffic Operation, Drainage, Maintenance, Concrete Construction. Must have a Texas Class B commercial driver license. Ability to use a variety of equipment such as backhoes, Gradalls, mini-track hoes, dump trucks, jack hammers, concrete saws, trench compactors, generators, rear-end loaders, water and sewer tapping tools, water pumps, etc. Available for emergency response and shift work, to include on-call duties after hours, on weekends and holidays.

Professional Services Level

Multiplier 1.38

Provides key expertise in area of assignment. Manages special studies and projects including establishing and monitoring timelines; preparing requests for proposals; ensuring compliance with applicable regulations, specifications, and/or requirements; monitoring project budgets; tracking projects; preparing related reports; and, performing other related duties. May serve as a project lead and provide direction on assignments to City staff. May prepare a wide variety of analytical and statistical reports on operations and activities in assigned area of responsibility. Requires experience in area of assignment, unless otherwise specified. Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction. Skills, experience, certifications and competencies as specifically identified for the project assignment. [Note: This category may apply to special placements that are not otherwise categorized.]

Temporary-to-Permanent Conversion Fee

Fee 0%

A.T. Staffing has a 90 calendar day conversion period for all temporary-to-permanent conversions. After the A.T. Staffing employee has worked 90 calendar days, the City of Nacogdoches can hire them with no conversion fees.

Fee 8%

If the City of Nacogdoches hires an A.T. Staffing employee or uses the A.T. Staffing employee through another staffing firm within 90 calendar days from their first day of assignment, the City agrees to pay a payroll transfer fee of 8% of the employee's annual calculated compensation or other fee negotiated by contract.

Conversion fee will be calculated using a 2080 hour work year multiplied by the hourly pay rate to determine the annualized payroll.

Direct Hire Placement Fee

Fee 8% (not to exceed \$12,500.00)

Placement fees are payable to A.T. Staffing on a contingency basis in the event that the City of Nacogdoches hires a candidate referred by A.T. Staffing within one (1) year after that candidate was presented to the City of at the City's request. The fee payable is eight percent (8%) of the candidate's first year base salary (2080 Hours) not to exceed \$12,500.00. No other earnings are included in this agreement. Fees are to be paid fifty percent (50%) within the first (30) calendar days from the start date of the candidate's employment with City and fifty percent (50%) within (60) calendar days from the starting date of the candidate's employment with the City.

All fees paid within sixty (60) days A.T. Staffing will provide a thirty (30) day prorated guarantee, beginning on the thirty first (31st) day of employment, for any candidate that is terminated or is terminated from his or her position of employment for any reason, except for a company-initiated reduction in workforce, elimination of the position or insufficient work for the candidate. The City of Nacogdoches must notify A.T. Staffing within five (5) business days after such termination for the guarantee to be valid.

Position(s) Not Specifically Listed

Multiplier (negotiable)

Overtime Bill Rate

1.50 of Pay Rate then Category Multiplier

EXHIBIT C
Payment Schedule

Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City, accompanied by an explanation of charges, professional fees, services, and expenses as shown in **Exhibit "B"** Rate Schedule for the services performed

The City will pay Contractor as shown in **Exhibit "B"** Rate Schedule for the services performed no later than **thirty (30)** calendar days from the date of the City's receipt of the payment application and the City's approval of the services.

EXHIBIT D
CITY OF NACOGDOCHES RFP



REQUEST FOR PROPOSALS

TEMPORARY EMPLOYMENT SERVICES

Proposals must be received before
Wednesday, January 27, 2021
2:00 p.m. Central Time

City of Nacogdoches City Hall
Finance Department
202 Pilar Street, Suite 344
Nacogdoches, TX 75961

Refer Inquiries To:

Stephen Pearl
City of Nacogdoches
Human Resources
(936)559-2567
Email: pearls@nactx.us
With copies to: Buck Raney
Email: raneyb@nactx.us

City of Nacogdoches - Human Resources Department
P.O. Drawer 635030 • Nacogdoches, TX 75963 • (936) 559-2565 • Fax (936) 559-2915 •
www.nactx.us • Home of Stephen F. Austin State University • www.sfasu.edu

TABLE OF CONTENTS

Introduction	Page 3
Definitions, Terms and Conditions	Page 4
Background Information	Page 7
Special Provisions	Page 8
Scope	Page 10
Bond Requirements	Page 12
Format Requirement	Page 12
Evaluation Factors	Page 14
Certification	Page 15
Rate Schedule	Attachment A
Standard Form of Agreement Contract	Exhibit A

INTRODUCTION

Overview

The City of Nacogdoches is soliciting Proposal(s) (RFP's) from firms who are interested and qualified to provide temporary worker services to City departments on an as-needed basis. It is the intent of the City of Nacogdoches to select one or more firms to accomplish all the services outlined in this Request for Proposal. The City reserves the right to award a primary contract and secondary contract(s) in an effort to ensure all the City's temporary worker needs are met in a timely manner.

Due Date and Time

Please respond in writing with one (1) original and two (2) copies and one (1) electronic version (CD-Rom or flash drive) of the proposal. Proposals should be returned in a sealed envelope bearing the name and address of the respondent. Response packages will be accepted until 2:00 p.m. CST on Wednesday, January 27, 2021 and should be addressed to:

City of Nacogdoches City Hall
Finance Department
202 Pilar Street, Suite 344
Nacogdoches, TX 75961

Questions and Inquiries

Questions and inquiries about this request for proposals shall be submitted in writing to the named individual below. The deadline for written questions is **Friday, January 15, 2021 at 2:00 p.m.**

Stephen Pearl
City of Nacogdoches
Human Resources
pearls@nactx.us
With copies to: Buck Raney
Email: raneyb@nactx.us

Schedule of Important Dates

The tentative schedule for this Request for Proposal is as follows:

Release RFP to Vendors		December, 2020
Advertisement Dates		December 23rd & 30th, 2020
Deadline for Questions and Inquiries	2:00 p.m.	January 15, 2021
Proposal Submission Deadline	2:00 p.m.	January 27, 2021
Contract Evaluations/Negotiations		January 2021
Earliest Award by City		February 2021

DEFINITIONS, TERMS AND CONDITIONS

Definitions

In order to simplify the language throughout this request for qualification, the following definitions shall apply:

CITY OF NACOGDOCHES – Same as City.

CITY COUNCIL – The elected officials of the City of Nacogdoches, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity and/or service specified.

CITY – The government of the City of Nacogdoches, Texas.

FIRM – The successful Offeror of this request.

RFP – Request for Proposal

Electronic Documents

Firms may be supplied with the original documents in electronic form to aid in the preparation of proposal(s). By accepting these electronic documents, Firms agree not to edit or change the language or format of these documents. Submission of a proposal by Firms signifies full agreement with this requirement.

Receipt of Proposals

The submitted Proposal(s) must be received by the City prior to the time and date specified. The mere fact that the Proposal was dispatched will not be considered; the firm must insure that the Proposal is actually delivered.

Reservations

The City reserves the right to accept or reject any or all Proposals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposal if found in the best interest of the City. All Proposals become the property of the City of Nacogdoches.

Reimbursements

There is no express or implied obligation for The City of Nacogdoches to reimburse responding firms for any expenses incurred in preparing Proposals in response to this Request for Proposal and City of Nacogdoches will not reimburse responding firms for these expenses, nor will City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Certification

Proposals must be completed and submitted as required in this document. Certification form must be fully completed.

Standard Contracts

Should this Request for Proposal include any of the City's Standard Contracts, a statement of willingness to utilize the City of Nacogdoches Standard Agreement for Services (attached) must be provided. The Firm should review the attached Standard Form of Agreement thoroughly.

Communication

The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

Management

Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

Payment Terms

Invoices must be submitted by the vendor in duplicate to the City of Nacogdoches, Accounting Dept., P.O. Box 635030, Nacogdoches, Texas 75963. If invoices are subject to cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices to be paid in full within 30 days after satisfactory delivery of services and billing.

Negotiations

Negotiations may be conducted with responsible offeror(s) who submit Proposals that are reasonably susceptible of being selected. All firm(s) reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Selection Committee. Following any presentation and/or interviews, firms will be ranked in order of preference and contract negotiations will begin with the top ranked firm. Should negotiations with the highest ranked firm fail to yield a contract, or if the firm is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked firm, etc. However, the City, may in its sole discretion, negotiate and award a contract without presentations or interviews, based solely on information supplied in the proposal responses.

Disclosure

At the public opening, there will be no disclosure of contents to competing firms, and all Proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award.

Award of the Contract

Contract may be awarded to the Firm who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider, but is not necessarily limited to, the following factors:

- a. conformity to specifications;
- b. the purchase price, including payment discount terms;
- c. the reputation of the bidder and of the bidder's goods or services;
- d. the quality of the bidder's goods or services;
- e. the extent to which the goods or services meet the City's needs;
- f. the bidder's past relationship with the City;
- g. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- h. delivery terms;
- i. payment terms;
- j. availability of repair and maintenance parts;
- k. financial condition;
- l. products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same

- purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service;
- m. the total long-term cost to the City to acquire the bidder's goods or services; and
 - n. any relevant criteria specifically listed in this request for proposal.

Although the cost of products to be provided is an essential part of this Request, the City is not obligated to award a contract on the sole basis of cost. Award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in this request for proposal.

Interlocal Agreement

Successful offeror agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the City of Nacogdoches.

Personal Interest

Bidders shall comply with all applicable ordinances and with state law pertaining to conflict of interest and required disclosures, including, but not limited to, TEXAS LOCAL GOVERNMENT CODE, Chapter 171.

Disclosure of Interested Parties

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must be notarized and contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

BACKGROUND INFORMATION

The type of employees required can vary from administrative personnel and office clerks doing inside office work to service workers performing outside manual work. The City will provide the minimum qualifications for each position. The contracted agency will provide a pool of potential employees. From that pool of potential personnel the City will choose the best suited for the position. During the contract period, the City is under no obligation to request or utilize any number of services.

Clerical/Entry Level

Performs basic clerical functions including simple data entry, typing forms, processing mail, and performing receptionist work. Responsibilities include filing, faxing, copying, directing telephone and walk-in customers, cashiering, and processing and distributing mail. Provides general information to callers or visitors. Must have customer service, clerical or administrative support experience related to the area of assignment, experience using a computer, modern office equipment, coordinating meetings and events, filing and preparing a variety of reports and correspondence, communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc., sufficient to exchange or convey information and to receive work direction.

Administrative Level

Performs more complex clerical and administrative duties that require specialized skills and independent judgment in reviewing, processing, communicating and maintaining various records and information with additional responsibilities as follows: ability to interface with Executives and handle confidential matters. Requires advanced competency in Microsoft Office suite of applications including MS Word, MS Excel, MS PowerPoint, etc.. Operates a computer system to input data; compiles information and ensures it is complete and accurate. Generates reports and other information; distributes to proper personnel; assists in routing calls/visitors to appropriate source; and may perform other general office duties. Should have some working experience related to area of assignment, some typing, answering inquiries, and using a numeric key pad. Requires skill in reading computer reports and conducts basic research. Must have experience using a computer, modern office equipment/procedures, data entry and database management; filing procedures and practices; customer service principles and practices; English language, grammar, and punctuation.

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Performs routine maintenance and operations activities involving streets, animal services, parks, forestlands, waste management, grounds, drainage, and cemeteries. Based upon assignment, is responsible for activities such as cleaning buildings; controlling vegetation; maintaining debris and waste; mowing and weedeating, using light equipment, maintaining vehicles and equipment and supporting special events. This level also includes reading, recording and maintenance of water meters. Must have communication and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction. May require availability for emergency response assignments.

CDL/Operator Level

Operates commercial vehicles for the residential and commercial collection of solid waste or brush. Operates heavy equipment to ensure the clearance of debris from roadways, rights-of-way and City property. Assists in the following major areas: Traffic Operation, Drainage

Maintenance, Concrete Construction, Must have a Texas Class B commercial driver license. Ability to use a variety of equipment such as backhoes, Gradalls, mini-track hoes, dump trucks, jack hammers, concrete saws, trench compactors, generators, rearend loaders, water and sewer tapping tools, water pumps, etc. Available for emergency response and shift work, to include on-call duties after hours, on weekends and holidays.

Professional Services Level

Provides key expertise in area of assignment. Manages special studies and projects including establishing and monitoring timelines; preparing requests for proposals; ensuring compliance with applicable regulations, specifications, and/or requirements; monitoring project budgets; tracking projects; preparing related reports; and, performing other related duties. May serve as a project lead and provide direction on assignments to City staff. May prepare a wide variety of analytical and statistical reports on operations and activities in assigned area of responsibility. Requires experience in area of assignment, unless otherwise specified. Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction. Skills, experience, certifications and competencies as specifically identified for the project assignment. [Note: This category may apply to special placements that are not otherwise categorized.]

SPECIAL PROVISIONS

General

The City of Nacogdoches, Texas is requesting proposals from responsible employment agencies to provide qualified individuals to fill temporary positions on an as-needed basis. Various types and categories of workers may be required by the City; therefore, the City reserves the right to award one or more contracts to ensure that all of the City's temporary worker needs are met in a timely manner.

Term

The City intends to establish a Three (3) year contract with one or more agencies and upon completion of the initial contract term(s), the City shall have the option to renew the original contract(s) for up to two (2) additional one (1) year terms [five (5) years total]. Additionally, the City's Human Resource Director reserves the right to make annual changes to pay rate values. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month at the same rates, terms and conditions as in the expiring agreement, until a new contract is executed.

Multiplier Rate

During the initial contract term, the Multiplier Rate shall remain firm. Any renewal(s) will be under the same terms and conditions as the original contract; however, the Multiplier Rate bid under the original contract may, by mutual agreement, be increased by no more than ten percent (10%) of the original contract price. See Attachment A for additional information.

Financial Condition

Firm must provide to the City, audited financial statements within 30 days, if requested.

Laws and Regulations

The Firm(s) shall stay fully informed of existing and future Federal, State, Local laws, ordinances and regulations in any manner which affects the fulfillment of this contract and shall comply with the same. These include, but are not limited to: The Americans with Disabilities Act,

Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, the Civil Rights Act of 1991 and the Affordable Care Act as to treatment and compensation of its employees.

Firm(s) shall ensure that all employees have a legal right to live and work in the United States. In addition, employee compensation shall meet or exceed all applicable requirements of the Fair Labor Standards Act and Federal minimum wage laws.

Firm(s) shall comply with the U.S. Department of Transportation's (DOT) mandatory drug and alcohol testing policies. Firm(s) bear full responsibility for all OSHA required training, hazard communication, and recordkeeping requirements, if any, since the temporary employee and the City are not subject to OSHA. Upon request, Firm(s) shall demonstrate to the City's satisfaction any programs, procedures and other activities used to ensure compliance.

Compensation

The City will make no payments to individual workers.

Needs Assessment

A primary Firm and secondary Firm(s), if necessary, will be designated. In the event the primary Firm cannot provide qualified workers within the time requested, the City reserves the right to obtain temporary staffing from a secondary Firm. Vendors agree the City, in its sole discretion, has the right to determine a primary Firm cannot provide qualified workers within the requested time period and such determination shall be final. The City also reserves the right to obtain temporary workers simultaneously from multiple primary and secondary Firm(s) when the supply of qualified workers from a single Firm would not fully meet the City's needs.

Workmanship

Contract awards will only be made to the Firm(s) who are regularly established in the business of temporary worker services of the type described herein and who have demonstrated the ability to perform the required service in an acceptable manner.

Location

Successful Firm is required to have their principal place of business or corporate branch office within a 50 mile radius of Nacogdoches, Texas, or be willing to set up a local branch or office within Nacogdoches, Texas, within 60 days of the execution of the contract. Offerors must submit location of the office that will be responsible for managing this contract, including name, address, local telephone or toll free number, fax number, and e-mail address.

Work Days and Hours

A standard work week is Monday through Friday, 8:00 a.m. to 5:00 p.m. CST; however, work days and hours will vary based on job category.

Temporary-to-Permanent Employment

Temporary assignments will vary in duration and may be full or part-time. Some temporary assignments may result in permanent employment with the City. Firms must indicate if they will waive fees and/or waiting period for temporary-to-permanent employment. If "No", specify conversion fee for temporary-to-permanent employment and indicate the conversion period duration of a temporary employee, after which the City is eligible to offer permanent employment.

Direct-Hire/Placement

Firm(s) may be required to provide direct placement services. Proposals shall include a plan outlining the techniques, approaches and methods to be used to accomplish this task as well as associated fees.

Bonding

Successful Firm(s), before starting work for the City, shall furnish the City acceptable evidence from a reputable insurance or bonding company (such companies to be acceptable to the City) licensed to provide a Business Service Bond in the State of Texas, showing that the Firm and all of Firm's employees engaged in performing work under the contract are bonded with minimal coverage of \$10,000.00 per employee.

Insurance

The Firm, for the duration of this contract, must obtain at its sole expense insurance policies as described in Exhibit F of the Temporary Worker Services Contract. Certificates of Insurance issued by a company or companies rated A VIII or better according to the current A.M. Best Key Rating Guide. The insurance companies must be authorized to do business in the State of Texas. Vendors unable to meet the insurance requirements stated herein will not be considered for award

Financial Condition

Firm(s) must provide audited financial statements within 30 days, if requested, to the City.

SCOPE OF WORK

Job Specifications

Job Categories lists most of the job classifications that have been filled by temporary workers from temporary employment agencies and the more commonly used occupational categories. The job specifications used to describe the work to be performed by the temporary workers have been developed to designate acceptable minimum requirements for temporary workers.

Workers furnished by Firm(s) shall be placed with the City with the understanding that they are employees of the Firm (agency) and not the City. There are no employee benefits associated with temporary work and placement with the City is not a guarantee that an offer of permanent employment will be made.

Wages

The City will assign appropriate hourly wage rates to be paid to temporary workers for the skills specified for each job category. The Firm(s) shall provide a firm fixed multiplier rate that will apply to all categories listed. The multiplier is considered the percentage or number that shall be multiplied by the hourly wage rate to calculate the bill rate for the temporary employee's services. Multipliers shall be firm and fixed for a period of twelve (12) months.

Resumes

Resumes or equivalent document(s) may be reviewed for all temporary worker positions and must be provided upon request or at the time of interview with the City.

Testing and Training

Workers provided under this contract shall have all necessary skills to meet job requirements. Firm must provide a complete description of testing requirements (typing wpm, computer software, etc.), measures, and evaluations in hiring, screening, and matching job specific skills.

Firm(s) shall be responsible for a safety-training program, relative to the work involved, which is made available to temporary workers at the Firm's expense.

Confirmation of any worker's successful completion of the training will be provided to the City.

Orientation

Firm(s) shall be responsible for an orientation program to introduce temporary workers to the City of Nacogdoches. Orientation will be made available to temporary workers at the Firm's expense.

Training/orientation is to contain such policies as anti-discrimination, harassment, sexual harassment prevention, HIPAA (where applicable to the specific work assignment), confidentiality of sensitive/personal personnel data, Americans with Disabilities Act, drug-free workplace and other training necessary to ensure the temporary workers understanding of work related statutes.

Drug Testing

Temporary workers must receive a negative result on the pre-employment drug test prior to placement. Testing will be completed at the sole expense of the Firm(s). Firm(s) shall provide test results to the City upon request.

Background Checks

A criminal background check shall be conducted for all temporary workers assigned to the City at the sole expense of the Firm. Individuals may be rejected if the prospective temporary worker's criminal history reveals:

- 1) Felony convictions
- 2) Misdemeanor convictions involving violence, theft, drugs, or sexual misconduct. (Requires additional review with the Human Resources department)
- 3) Convictions of an offense of Class A or B within the last ten (10) years
- 4) Arrests without conviction for a crime that would make him/her unacceptable for employment by the City of Nacogdoches.
- 5) All remaining lesser convictions shall be referred to the Human Resources Director for evaluation.

Certifications and Licenses

Firm(s) will assure that temporary workers hold all necessary certifications, licenses, etc. (such as valid, unrestricted Texas drivers license) as required by the City, depending on requirements for the position for which the temporary worker is assigned. For positions requiring driving for City business, temporary workers may not be allowed to drive City-owned or rented/leased vehicles, or privately owned vehicle, in the City's sole discretion, to conduct authorized City business if the driver license record reveals that the temporary worker has any of the following:

- 1) Three (3) moving violation convictions during the last twelve (12) month period.
- 2) Five (5) moving violation convictions during the last twenty-four (24) month period.
- 3) A DWI/DUI conviction, to include deferred adjudication and/or nolo contendere, during the last thirty-six (36) month period.

Call Off

The City reserves the right to call off any temporary worker who reports to work and are deemed unsatisfactory. The City will pay for only hours worked.

Work Hours and Breaks

Hours worked will be reported in whole and quarter hours. The City will specify the time for the temporary worker's arrival and departure from the work site. Temporary workers shall not be paid for time spent applying and testing/interviewing for City assignments nor for any time not actually spent in productive work for the City.

As scheduled by the immediate supervisor, a temporary worker may take two (2), fifteen (15) minute break periods each work day. Temporary workers are not entitled to extra compensation in lieu of a break, nor can the time allowed for a break period be applied to any other absence, leave, or time off.

Employees who are scheduled to work the regular hours the City is open for business are generally allotted one (1) hour per day for an unpaid lunch period. Employees who work shift work are generally allotted thirty (30) minutes per day for an unpaid lunch period. Employees should not perform work during the lunch period without obtaining permission from their immediate Supervisor.

Work assignment shall vary depending on the needs of the individual City departments and work may include shifts, holidays, weekends, etc.

Temporary workers will not work overtime or beyond the work shift without prior written authorization from the requesting department supervisor/manager. Time and one-half the regular hourly rate will be paid for hours in excess of the initial forty-hour work week.

Tax Obligations

The City will not be held responsible for any tax obligation, including, but not limited to, Federal Income Tax withholding, FICA, or unemployment compensation.

Reports

The Firm(s) shall provide to the City a usage report showing the total number of days filled for each worker category included in this contract. This report is due thirty (30) days prior to the end of each twelve (12) month period of the contract.

BOND REQUIREMENTS

Firm(s), before starting work for the City, must furnish the City acceptable evidence from a reputable Surety (such Sureties shall be acceptable to the City) licensed to provide a Business Service Bond in the State of Texas, showing the Firm and all of Firm's employees engaged in performing work under the contract are bonded with minimal coverage of \$10,000.00 per employee.

Firm(s), before starting work for the City, must furnish the City certificate of insurance issued by a company or companies licensed and authorized to do business in the State of Texas, rated A-VIII or better according to the current A. M. Best Key Rating Guide. The certificates of liability insurance must be issued on the most current State of Texas Department of Insurance approved forms, and provide evidence the Firm meets the City's insurance requirements as shown in the attached Standard Form of Agreement.

FORMAT REQUIREMENT

The City of Nacogdoches requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Firms shall follow the described proposal format and respond in writing with one (1) original, two (2) copies and one (1) electronic version (CDRom or flash drive) of the proposal. Responses should be returned in a sealed envelope bearing the name and address of the respondent.

The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Firm(s) with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation.

TAB A

Qualifications and experience

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.
2. Identify the location of the office that will be responsible for this contract. Include physical address, telephone/fax numbers, contact name and email address.
3. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
4. Describe the experience of the Firm in the last thirty six (36) months for the following:
 - a. Number of placements (in similar roles/scope)
 - b. Turnover rate for the assignments (including stats for reasons other than assignment ending)
 - c. Average time to fill/make placement
 - d. Number of temporary to permanent conversions
 - e. Number of direct placements
 - f. Number of candidates sourced for each category
 - g. The same information must be provided for any associate firm or sub-contractor.

TAB B

Rates and expenses

1. Provide a proposed firm fixed multiplier rate for each category of type of employment: Clerical/Entry Level, Administrative Level, Field Services Level, CDL/Operator Level, Professional Services Level (a summary of each category can be found on pages 8-9. If you do not provide one of the category types of employment, please indicated such.
2. Indicate if your firm will waive fees and/or waiting period for temporary to permanent employment. If "No", specify fee and policy for temporary to permanent employment conversion and indicate the waiting period for a temporary employee to become eligible for permanent placement. (i.e. after "x" number of hours worked or "x" number of work days after temporary placement)
3. Provide a one-time fee per direct hire to be paid upon successful placement.
4. The actual contract amount will be negotiated after the firm(s) has been selected and the scope of work finalized.

TAB C

Methodology including technical approach and understanding of the scope of the project.

1. Proposals must include a narrative description of the Firms' plan for accomplishing the work and services to be provided to the City. Plan shall include methods used for testing/training, drug testing and background checks.
2. Proposals must specifically include information on how compliance with the Affordable Care Act will be managed.
3. Proposals must indicate a clear understanding of the scope of work, including a detailed project plan for this engagement outlining major tasks and

responsibilities, time frames, and staff assigned for each category of the scope of work identified above.

4. Proposals shall clearly distinguish the Firms' duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.
5. Proposals shall identify progress reports that will be made available during the process and key decision points.
6. Any restrictions to the work that may be preformed by the temp work. i.e. cannot operate chainsaws, cannot work in confined spaces, cannot work at certain heights...

TAB D References
Provide references for similarly successful projects from three governmental agencies (or regional districts), including the name of the agency, contact name, telephone, fax and email address.

TAB E Certification, acknowledgement of any Addenda issued and a statement of willingness to sign the City's Standard Form of Agreement.

EVALUATION FACTORS

Award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in this request for proposal:

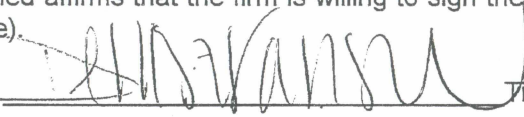
60% Rates and Expenses

30% Qualifications and Experience

10% References

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other firm, and that the contents of this RFP have not been communicated to any other firm prior to the official opening of this RFP. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By:  Title: Branch Manager

Typed Name: Denise Vansau Company Name: A.T. Staffing

Phone No.: 936-632-8204 Fax No.: 936-632-8213

Email: dvansau@advtemp.com

Bid Address: 1411 E. Lufkin Ave Lufkin Texas 75901
P.O. Box or Street City State Zip

Order Address: 1411 E. Lufkin Ave Lufkin Texas 75901
P.O. Box or Street City State Zip

Remit Address: PO Box 8022 Tyler Texas 75711
P.O. Box or Street City State Zip

Federal Tax ID No.: 75-1771388

DUNS No.: 798225447

Date: January 27, 2021

ATTACHMENT A

RATE SCHEDULE

Quantities

Quantities listed are estimates of the City's anticipated needs and will be used for tabulation purposes only. The specified estimates are not guaranteed minimums.

Wages

The City will assign appropriate hourly wage rates that are to be paid to temporary employees for the skills specified for each job category listed. The multiplier is considered the percentage or number that shall be multiplied by the specified hourly wage rate to calculate the bill rate for the temporary employee's service. Multipliers shall be firm for a period of twelve (12) months.

Pay Rate = Hourly Rate Established by the City to be paid to the Temporary Employee

Multiplier = Percentage Markup the Firm is proposing to upcharge the City for Placement Services

Bill rate = Pay rate (x) Multiplier

Temporary-to-Permanent Conversion Fee

Provide a conversion fee schedule that the City may pay to convert the employee from the Firm(s) employment to the City's employments. The conversion fee will be calculated based on the total annual compensation the candidate is offered when converted from Firm(s) payroll.

Direct Hire Placement Fee

Provide a Direct Hire Placement Fee Schedule. Direct fees may be payable if the City engages a direct hire candidate, who has been referred directly or indirectly through the Firm(s) efforts, for any position within one (1) year of the City's acceptance of such candidate's resume and/or its interview of such candidate (a "direct hire placement"). Direct hire fees are based on realistic total first year earnings of the direct hire placement, which include bonuses, incentives, commissions, etc.

EXHIBIT A

This contract is being provided for informational purposes only. Please do not complete any part of this contract at this time. The selected vendor will be expected to execute this document at the appropriate time. Thank you for bidding.

STANDARD FORM OF AGREEMENT CONTRACT

CITY OF NACOGDOCHES TEMPORARY WORKER SERVICES CONTRACT

This Temporary Worker Services Contract is by and between the **City of Nacogdoches**, a Texas Home-Rule Municipal Corporation (the "City"), and **Insert Contractor** (the "Contractor"), for the following work: for the provision of temporary workers to the City as described in the Scope of Services attached as **Exhibit "A"**.

ARTICLE I PAYMENT AND TERM

1.1 Consideration. In consideration for the services performed on an as-needed basis in the Scope of Services and Contractor's completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **XXXXXXX and XX/100 Dollars (\$00,000.00)**.

1.2 Payment Application. Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

1.3 City's Payment and Approval. The City will pay Contractor as shown in **Exhibit "B"** Rate Schedule and **Exhibit "C"** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City's receipt of the payment application and the City's approval of the services. City will not be financially liable or obligated to pay if Contractor cannot provide temporary workers or if temporary workers are unable to report within time requested. In no event shall City be liable to Contractor to wait beyond the requested time limit for temporary workers' services.

1.4 Term. This Contract shall be for an initial term of three (3) years commencing upon the date the Contract becomes fully executed. The City reserves the option to renew this Contract for up to two (2) additional one (1) year terms.

1.5 Time is of the Essence. The Contractor must complete all the services described in **Exhibit "A"** Scope of Services, on a day to day, as needed basis.

1.6 Non-Exclusive Contract. Contractor agrees that this is not an exclusive contract and that City reserves the right to enter into concurrent contracts with other contractors who provide identical or similar temporary worker services.

1.7 Executed Contract. The "Notice to Proceed" will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

1.8 City's Representative. City shall designate representatives to act as contact persons on behalf of City.

ARTICLE II NOTICE FOR SERVICES

2.1 City's designated representatives shall directly notify the Contractor that the City requires temporary workers by telephone, text message, e-mail, or other electronic means of communication.

2.2 Upon receipt of said request, Contractor shall (1) immediately inform City whether temporary workers are available for the vacant position(s) and (2) whether the temporary workers can report for duty within the City's requested time period.

2.3 If primary Contractor is unable to supply temporary workers as specified in the request, City shall contact a secondary contractor, and notify primary Contractor of such action.

2.4 When multiple temporary workers are needed, City reserves the right to contact multiple Contractors simultaneously to fulfill City's requirements.

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.1 The term "employee of Contractor" or "Contractor's employee" shall mean and include only those hired by, paid by, and having a direct contract with Contractor for performance of work for the City.

3.2 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. The City shall have no responsibility to any employee of Contractor, employed by Contractor for performance of work for the City, and employees of Contractor shall look exclusively to the Contractor for any payments due. This Contract does not create a joint venture. Nothing contained herein shall create any contractual or employment relations between any employee of Contractor, and the City. Every employee of Contractor shall be bound by the terms and conditions of this Contract and the Contract Documents as far as applicable to their work.

3.3 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work for the City. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relationship between any subcontractor and the City.

ARTICLE IV CITY RESPONSIBILITIES

4.1 City will determine the temporary workers' job responsibilities, duration of assignment, work hours, assignment-specific qualifications, and essential job functions. The City of Nacogdoches RFP and its associated attachments and tabs shall be incorporated into this Contract for all purposes. The RFP shall be attached as **Exhibit "D"**. Contractor's responses to the RFP shall be attached as **Exhibit "E"**.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Contractor shall be responsible for hiring, reassigning, controlling, directing, and discharging employees of the Contractor.

5.2 Contractor shall also be responsible for the following:

- 5.2.1.** obtaining and verifying temporary employee's proof of identity
- 5.2.2.** determining temporary employee's eligibility to work in the United States
- 5.2.3.** scheduling pre-employment drug testing
- 5.2.4.** verifying applicant has a valid Texas ID card or driver license with the Texas Department of Public Safety

5.3 In addition to the services specifically listed herein, Contractor shall provide the following services:

- 5.3.1** Screen and interview applicants to ensure they meet the job qualifications
- 5.3.2** Administer appropriate tests for each position
- 5.3.3** Ensure applicant meets appropriate background and license(s) requirements for the assignment
- 5.3.4** Ensure applicant produces a "negative" result on pre-employment drug testing

5.4 Contractor shall have authority to act on behalf of City only to the extent provided in this Contract unless modified by a signed written instrument by City.

5.5 Contractor shall exercise the utmost care and diligence in screening, interviewing, hiring, and verification of information provided by applicants, and referring of temporary workers.

5.6 The Contractor agrees to supply only orderly and competent temporary workers skilled in the performance of the type of work required, and further agrees that whenever City's Representative shall inform the Contractor either orally or in writing that, in City's sole opinion, such temporary workers are unable to perform the work, are

disorderly, incompetent, or are unsatisfactory to City for any reason, Contractor shall promptly remove temporary workers.

ARTICLE VI INSURANCE

6.1 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, Workers' Compensation insurance, and insurance against claims for injuries to persons, damages to property, and professional liability, that may arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.

6.2 All of the Contractor's insurance policies shall list the City of Nacogdoches, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are attached in **Exhibit "F"**. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit "G"**.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

7.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE VIII GENERAL TERMS

8.1 Performance. Contractor, its employees, associates, or subcontractors shall perform all of the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

8.2 Termination. The City may terminate this Contract, at any time, for convenience. In the event of such termination, the City will notify the Contractor in writing and the Contractor shall cease work immediately. Should the City terminate this Contract, the City shall only be obligated to pay Contractor for the services actually performed as of the date of termination and shall have no responsibility for any consequential or loss of business claims resulting from said termination.

8.3 Venue. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Nacogdoches County, Texas.

8.4 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

8.5 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

8.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

8.7 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

8.8 Assignment. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

8.9 Invalid Provisions. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8.10 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

8.11 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

8.12 Effective Date. This Contract will be effective when it is signed by the last party making it fully executed.

8.13 Notice. Any official notice under this Contract will be sent to the following addresses:

City of Nacogdoches
Attn: NAME
PO BOX 635030
Pilar Street
Nacogdoches, TX 75963
Email@cstx.gov

CONTRACTOR
Attn: NAME

8.14 Boycott. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract.

8.15 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

8.16 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

8.17 Exhibits. All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

List of Exhibits

- A. Scope of Services
- B. Rate Schedule
- C. Payment Schedule
- D. RFP #####
- E. Contractor's Completed Response to RFP #####
- F. Insurance Requirements
- G. Certificates of Insurance

[NAME OF CONTRACTOR]

CITY OF NACOGDOCHES

By: _____

Printed Name: _____

Mayor

Title: _____

Date: _____

Date: _____

APPROVED:

City Attorney

EXHIBIT E
CONTRACTOR'S COMPLETED RESPONSE TO RFP
(Including Best and Final Offer)

**Temporary Worker Services RFP 21-10-110
Best and Final Offer Proposal dated June 1, 2021**

Pursuant to the RFP Definitions, Terms, and Conditions: Negotiations may be conducted with responsible offeror(s) who submit Proposals that are reasonably susceptible of being selected.

Advance'd Temporaries, Inc./A.T. Staffing has submitted a Best and Final Offer with revisions, acknowledgements, and clarification on different issues. The revisions, acknowledgements, and clarification are listed below and supersede the original proposal submitted by Advance'd Temporaries, Inc./A.T. Staffing dated January 27, 2021.

38% Mark Up Fee For All Positions In Each Category			
Category	Multiplier	Example Pay Rate	Example Bill Rate
Clerical/Entry Level	1.38	\$12.00/hour	\$16.56/hour
Administrative Level	1.38	\$12.00/hour	\$16.56/hour
Field Service Level	1.38	\$12.00/hour	\$16.56/hour
CDL/Operator Level	1.38	\$12.00/hour	\$16.56/hour
Professional Services Level	1.38	\$12.00/hour	\$16.56/hour
1.) Temporary-to-Permanent Conversion Fee Fee 0%			
A.T. Staffing has a 90 calendar day conversion period for all temporary-to-permanent conversions. After the A.T. Staffing employee has worked 90 calendar days, the City of Nacogdoches can hire them with no conversion fees.			
Fee 8%			
If the City of Nacogdoches hires an A.T. Staffing employee or uses the A.T. Staffing employee through another staffing firm within 90 calendar days from their first day of assignment, the City agrees to pay a payroll transfer fee of 8% of the employee's annual calculated compensation or other fee negotiated by contract.			
Conversion fee will be calculated using a 2080 hour work year multiplied by the hourly pay rate to determine the annualized payroll.			
2.) Direct Hire Placement Fee Fee 8% (not to exceed \$12,500.00)			
Placement fees are payable to A.T. Staffing on a contingency basis in the event that the City of Nacogdoches hires a candidate referred by A.T. Staffing within one (1) year after that candidate was presented to the City of at the City's request. The fee payable is eight percent (8%) of the candidate's first year base salary (2080 Hours) not to exceed \$12,500.00. No other earnings are included in this agreement. Fees are to be paid fifty percent (50%) within the first (30) calendar days from the start date of the candidate's employment with City and fifty percent (50%) within (60) calendar days from the starting date of the candidate's employment with the City.			
All fees paid within sixty (60) days A.T. Staffing will provide a thirty (30) day prorated guarantee, beginning on the thirty first (31 st) day of employment, for any candidate that is terminated or is terminated from his or her position of employment for any reason, except for a company-initiated reduction in workforce, elimination of the position or insufficient work for the candidate. The City of Nacogdoches must notify A.T. Staffing within five (5) business days after such termination for the guarantee to be valid.			

3.) Advance'd Temporaries, Inc./A.T. Staffing agrees that if there is a temporary staffing need for a position that would not fall within one of the categories listed above, the multiplier for the needed position will be negotiable.

4.) Overtime Bill Rate: 1.50 of Pay Rate then Category Multiplier

Example:

Example Pay Rate: \$12.00/hour

Overtime Rate: \$18.00/hour (1.50 of Pay Rate)

Category: Field Service Level, Multiplier: 1.38

Example Overtime Rate: \$24.84 (\$18.00/hour X 1.38 = \$24.84)

5.) Advance'd Temporaries, Inc./A.T. Staffing will follow and comply with all applicable rules, regulations, and requirements (to include Department Of Transportation (DOT) and Federal Motor Carrier Safety Administration (FMCSA)) for their Commercial Driver's License (CDL) employees they provide to the City of Nacogdoches for temporary employment service needs.

6.) The paragraph in Tab B Rates and Expenses, under Insurance Rates in the original proposal submitted by Advance'd Temporaries, Inc./A.T. Staffing dated January 27, 2021 stating: "We do not include these costs in our rates because the majority of the employees decline and we feel like it is more cost saving to you to only bill you if and when the employees elect insurance. We deduct from the employees check for their premium however because we are only able to deduct a portion we pass the remaining cost for the premium to you. If the City of Nacogdoches elects a 90 day conversion then these employees become eligible for insurance on or around the time they convert. The only time you would be billed is if the employee works past their 90 day conversion terms and elect insurance.", **is removed**.

7.) The paragraph in Tab C Methodology, under Health Plans/Insurance in the original proposal submitted by Advance'd Temporaries, Inc./A.T. Staffing dated January 27, 2021 stating: "Since we are only allowed to take a certain percentage of their annual earnings, the City of Nacogdoches will be billed for any remaining premium balance on each eligible employee who elects insurance." "Our Mini Med Plan is a \$15.00/week charge to the employee and the City. If the employee elects the 60/40 plan we charge 9.5% of their gross amount based on 30 hours. The remainder of the premium would be billed to the City of Nacogdoches. The cost for the the City of Nacogdoches on these employee would generally be between \$74 and \$90 a week depending on their hourly pay." "If the employee elects either of our plans the insurance cost will be reflected on the Cities weekly invoice.", **is removed**.

8.) Advance'd Temporaries, Inc./A.T. Staffing will follow and comply with the Affordable Care Act (ACA) guidelines in providing health insurance to their eligible employees. The

City of Nacogdoches will not be billed or pay any additional cost associated with Advance'd Temporaries, Inc./A.T. Staffing providing health insurance to their eligible employees.

9.) Advance'd Temporaries, Inc./A.T. Staffing will use the same Holiday schedule as used by the City of Nacogdoches as acknowledged in the paragraph in Tab B Rates and Expenses, under Holiday in the original proposal submitted by Advance'd Temporaries, Inc./A.T. Staffing dated January 27, 2021.

10.) The paragraph in Tab C Methodology, under Duties and Responsibilities in the original proposal submitted by Advance'd Temporaries, Inc./A.T. Staffing dated January 27, 2021 stating: "A.T. Staffing will require that you list us as additionally insured on your insurance. In the event that there is a motor vehicle accident in which one of our employees is driving, the City of Nacogdoches will be responsible for any property damage and/or any medical injuries that may be sustained by City of Nacogdoches employees or the public. A.T. Staffing will only be responsible for providing medical care under Worker's Compensation for any injuries to our employees.", **is removed.**

11.) A.T. Staffing agrees they will be responsible for providing medical care under Worker's Compensation for any injuries to A.T. Staffing employees and will comply with all insurance requirements as stated in Article VI Insurance of the City of Nacogdoches Temporary Worker Services Contract.

12.) Advance'd Temporaries, Inc./A.T. Staffing will not require the City of Nacogdoches to list Advance'd Temporaries, Inc./A.T. Staffing as additionally insured on the City of Nacogdoches insurance. Advance'd Temporaries, Inc./A.T. Staffing will comply with Article IV, Insurance, in the CITY OF NACOGDOCHES TEMPORARY WORKER SERVICES CONTRACT and meet the terms in Exhibit F. The City of Nacogdoches agrees to assume the liability of Advance'd Temporaries, Inc./A.T. Staffing to pay for its tort liability for bodily injury and property damage to a third person or organization arising out of the performance of this Agreement. The City of Nacogdoches will produce an endorsement to Advance'd Temporaries, Inc./A.T. Staffing reflecting coverage for that assumption of liability. Except to the extent injuries to City of Nacogdoches employees or damage to the City of Nacogdoches' property are caused by Advance'd Temporaries, Inc./A.T. Staffing employees, the City of Nacogdoches will be responsible for any bodily injury sustained by its employees or damage to its property arising from the performance of this Agreement. Advance'd Temporaries, Inc./A.T. Staffing will be responsible for providing medical care under the workers' compensation laws in Texas for any injuries to its employees.

ADVANCE'D TEMPORARIES, INC./A.T. STAFFING (Best and Final Offer)

Signature: Denise Vansau Title: Branch Manager
Printed Name: Denise Vansau Date: 6/30/2021

A Proposal Submitted in Response to
City of Nacogdoches
RFP: Temporary Employment Services

Submitted By:



Advance'd Temporaries, Inc./A.T. Staffing
(Full Legal Name of Proposer)

On:

January 27, 2021
(Date of Proposal Submission)

Table of Contents

Tab A- Qualifications and Experience

- Welcome Letter
- Company History
- 24/7 Service
- Personnel
- Resumes
- Branch Information
- Branch Experience

Tab B – Rates and Expenses

- Cost Proposal
- Insurance Rates
- Holiday Pay
- Conversion Terms
- Direct Hire Placements

Tab C – Methodology

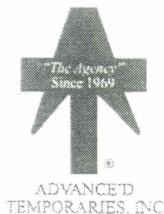
- Applicant Process
- Payroll Options
- Health Plans/Insurance
- Timekeeping
- Billing
- Duties and Responsibilities
- Work Restrictions

Tab D – References

- City of Lufkin
- City of Tyler
- City of Huntington

Tab E – Certifications

- Certification Statement
- Attachment A
- Exhibit A Acknowledgement
- Certificate of Liability Insurance



ADVANCE'D TEMPORARIES, INC.
"The Agency"

January 27, 2021

City of Nacogdoches
202 Pilar Street, Suite 344
Nacogdoches, Texas 75961

To Whom It May Concern:

Thank you for the opportunity to present our company to you. Advance'd Temporaries, Inc./A.T. Staffing provides employees for over one thousand companies throughout Texas, Louisiana, Kansas, Florida, Oregon and Oklahoma and have for over fifty years. We are a full-service staffing organization equipped to satisfy all of your personnel needs. Our three staffing divisions are Medical, Clerical and Light Industrial.

Our corporate mission is to be honest, ethical and offer the highest level of service in placing the right people in the right jobs. We focus on the development of return business; this attitude is reflected in all our day-to-day business dealings with both our clients and our employees.

We hope we are awarded the opportunity to provide temporary employment services as we value our relationship during the many years of partnership with other Cities in our area. Please contact us with any questions or comments concerning our proposal.

Sincerely,


Denise Vansau

Branch Manager

TYLER
(903) 561-8204

HOUSTON
(713) 521-4623

SAN ANTONIO
(210) 340-6567

EL PASO
(915) 774-0281

CORPUS CHRISTI
(361) 855-5627

LONGVIEW
(903) 757-8204

LUFKIN
(936) 632-8204

SINCE 1969

Tab A

QUALIFICATIONS AND EXPERIENCE

Company History

Advance'd Temporaries Inc./A.T. Staffing was established in 1969 and is owned and operated by H. Scott Gibson. Fondly referred to as "The Agency" by our loyal clients, Advance'd Temporaries, Inc./A.T. Staffing is headquartered in Tyler, Texas. We continue to provide staffing services and solutions to over 1,000 clients nationwide.

We make efficient decisions necessary for personalized service that is both reliable and dependable. We have a strong commitment to service and ethics as well as developing a mutually beneficial partnership between all of our Clients and our Employees. Honesty and integrity go hand in hand. We do what we say to the best of our ability and never cut corners for a few extra dollars.

Our tenured staff have a mission to be honest, ethical and to offer the highest level of service. We focus on the development of long term and return business. This commitment is reflected in our day to day business dealings with both our clients and candidates.

- | | |
|--|-----------------------------------|
| ▪ Commitment to Service and Ethics | ▪ Testing and Screening |
| ▪ Personalized Service | ○ National and Local Criminal/Sex |
| ▪ Reliable and Dependable | Offender Checks |
| ▪ Competitive Rates | ○ Drug Testing |
| ▪ Volume Discount | ○ Motor Vehicle Reports |
| ▪ Regulatory compliant | ○ E-Verify |
| ▪ LIVE Support 24 hours a day
7 days a week | ○ Social Security Verification |
| ▪ Tenured, Experienced Staff | ○ Credit Check |
| ▪ Electronic Record Keeping | |
| ▪ Maintained personnel and payroll records | |

Provide 24/7 Service

We are unique in our industry. Where others have enlisted the use of other options, we continue to have a live person answering our phones 24 hours a day 7 days a week to help you and our employees in their time of need. When you call our main number after hours you will speak directly to one of the Lufkin Branch team members who already know you and will be able to provide immediate assistance. You can see why our company holds a prominent spot in the minds and needs of the employers and employees whom we serve. We are committed to you and our employees.

Personnel

The City of Nacogdoches account will be supervised and supported by Denise Vansau, Branch Manager and her staff in the Lufkin Branch office. Mrs. Vansau provides 25 years of experience in the staffing industry and 13 years of experience here at Advance'd Temporaries, Inc./A.T. Staffing. Additionally, she is supported by our tenured corporate staff in Tyler, Texas.

Corporate Offices

Name	Title	Job Tenure
Scott Gibson	President/CEO	28 years
Marty Goode	Vice President	19 years
Kristi Holder	Operations Manager	16 years
Aaron Hungerford	HR Manager	5 years

Lufkin Branch

Name	Title	Job Tenure
Denise Vansau	Branch Manager	13 years
Margaret Harris	Recruitment Specialist	10 years
Datha Price	Recruitment Specialist	3 years
Jackie Palomino	Recruitment Specialist	2 years



DENISE VANSAU
BRANCH MANAGER

OBJECTIVE

A position in Human Resources with a focus on Operational Management, Recruitment, Team Leadership, and Process Improvements

VITALS

1514 Eleanor

Lufkin, Texas 75901

T 936-635-5424

E denisevansau@yahoo.com

EXPERIENCE

A.T. STAFFING/ADVANCE'D TEMPORARIES INC.

2007 – CURRENT

BRANCH MANAGER

Direct all operational aspects including customer service, human resources, administration and sales in accordance with objectives. Provide training, coaching, development and motivation for all in house and temporary personnel. Facilitate sales process and client development throughout the market and interact regularly with all clients. Develop branch budget and goals. Ensure all payroll and reports are completed accurately. Process all Workers compensation claims and attend Unemployment Commission hearings. Ensure compliance in all areas with local, state and federal guidelines.

BURKE CENTER

2001-2007

STAFFING COORDINATOR

Recruit, hire and supervise all part-time staff in a 12-county area. Coordinate 24-hour coverage for twelve Alternate Living Units. Ensure compliance with Medicaid billing guidelines and Texas Labor Code. Process all timecards and ensure that payroll is completed timely. Train all staff for each consumer and coordinate annual/quarterly/monthly required and consumer specific trainings. Serve on Risk Management committee and as Safety Officer for the facility.

EDUCATION

ANGELINA COLLEGE

ASSOCIATE OF APPLIED SCIENCE – LEGAL ASSISTANT

SKILLS & ABILITIES

- A take-charge individual with exemplary leadership skills
- Strong written and verbal communication
- Professional attitude
- Excellent computer skills; very proficient in Word, Excel, and Power Point
- Working knowledge of financial reports and data
- Inspires others to take action
- Able to handle and prioritize multiple projects and tasks
- Excellent social and organizational skills

MARGARET L HARRIS
769 Quail Creek Dr.
Lufkin, TX 75904
(936) 465-5803
mharris10882@yahoo.com

Career Objectives

I'm seeking a challenging and interesting position that will allow me to utilize my skills and experience to perform the tasks at hand.

Summary of Qualifications

I'm able to communicate with all levels of management. I can handle multiple projects concurrently. I'm a self-starting, goal-oriented strategist whose confidence, perseverance and vision promote success.

Work History

Advanced Temporaries
Recruitment Specialist

Sept 01, 2010-Current

Answer phone and communicate professionally and courteously with all callers. Staff job orders with qualified employees. I interviewed potential employees for qualifications and capabilities. Perform employee background checks to ensure fitness for placement. Review employment applications and assist with application process. Accurately input payroll data for employees meeting all deadlines. Distribute pay checks for employees as directed. Accurately input employee information into computer database. Prepare ads for temporary employees and work with marketing director on display ads and submit ads for publication once approved.

Kellogg Brown and Root (IRAQ)
Mail Clerk/Administrative Support

Apr 05, 2008-Jun 26, 2010

Experienced with the Military Postal Regulations and enforcing the policies of the United States Postal Service (USPS) and Military Postal Service (MPS). Analyzing and resolving problems and effectively delivering information and responding to questions from groups consisting of supervisors and customers. I maintained employee records and company files as the department administrative assistant. Maintain entire department's payroll needs. Ensuring all required training and documentation were kept up to date. Sending daily reports, answering phones, submitting request for entire department.

Education

Corrigan-Camden High School - Corrigan, Texas
Education Level: High School Diploma
Graduated: Yes
Year: 2001

Angelina College – Lufkin, Texas
Education Level: Certified Nursing Assistant
Graduated: Yes
Year: 2011

Datha Price

dathaprice@yahoo.com

WORK EXPERIENCE:

Advanced Temporaries

Recruitment Specialist/Payroll- January 2018- present

Huntington State Bank

Teller- March 2017 to December 2017

First Bank and Trust-

Teller- August 2016 to March 2017

Albertsons

Cashier/Customer Service - January 1996 to January 1998

Education:

Graduate of Lufkin High School 1997

JACKIE PALOMINO

489 Louie Cheatham Dr. Diboll, TX 75941 · 936-465-5915

Jackie_palomino@yahoo.com

Dedicated and focused Administrative Assistant who excels at prioritizing, completing multiple tasks Simultaneously, and following through to achieve project goals. Answers a high volume of incoming calls While handling in-person inquiries from clients. Flexible and hardworking with strong drive to succeed.

EXPERIENCE

1/2019- CURRENT

RECRUITMENT SPECIALIST, A.T. STAFFING, INC.

Provide staffing solutions for all Light Industrial/Clerical Clients
Complete onboarding, background and drug screenings for applicants.
Conduct new hire orientations.
Submit employee profiles and schedule interviews.
Ensure new hire documentation is complete.
Assist in payroll processing.

7/2013 – 11/2018

ACCOUNTS PAYABLE CLERK, ARBOR RESOURCES, LLC

Efficiently process vendor invoices and maintain up-to-date system.
Open and assign new vendor accounts.
Coordinate approval processes of all account invoices.
Balance batch summary reports for verification and approval.
Research and resolve all payment problems.
OPEN, SORTING AND DISTRIBUTING MAIL IN OFFICE.

6/2000 – 11/2012

ADMINISTRATIVE ASSISTANT, GREATER EAST TEXAS COMMUNITY ACTION

Providing administrative and clerical support (mailing, scanning, faxing, copying, filing)
Maintaining hard copy filing system
Assisting in resolving problems.
Running errands to post office, office supply store, etc.
Answering phone calls and taking messages
Preparing and editing documents like letters, memos and emails.
Scheduling appointments.
Acting as a point of contact for clients.
Data entry for clients.

SKILLS

- Bilingual fluent in Spanish
- Detail-oriented
- Accounts administration
- Organized
- Microsoft Programs (Word, Excel, Outlook)
- QuickBooks

Lufkin Branch Information

1.	Name of Firm	Advance'd Temporaries Inc./ A.T. Staffing
2.	Contact	Denise Vansau, Branch Manager
3.	Street Address	1411 East Lufkin Ave
4.	City, State & Zip Code	Lufkin, Texas 75901
5.	Phone Number	936-632-8204
6.	Fax Number	936-632-8213
7.	Website	www.advttemp.com
8.	Email Address	dvansau@advtemp.com
9.	Federal ID#	751771388

Lufkin Branch Experience

During the previous thirty six months our Lufkin Branch has provided placements in other municipal offices in similar roles.

Number of Placements:	352
Turnover Rate for the assignments:	17.43
Average time to fill/make placements:	36.4 hours
Candidates Placed:	

Clerical/Entry Level	12
Administrative Level	4
Field Services Level	249
CDL/Operator Level	87
Professional Services Level	0

Candidates Sourced:	
Clerical/Entry Level	274
Administrative Level	93
Field Services Level	952
CDL/Operator Level	158
Professional Services Level	20

We have provided staffing for many Cities throughout Texas and in East Texas. Our branch is extremely familiar with the job descriptions and services that a city provides; from labor to clerical we will work hard to find the right person for the job.

Tab B
RATES AND EXPENSES

Cost Proposal

Advance'd Temporaries, Inc./A.T. Staffing is proposing a 38% mark up fee above the agreed pay rate for all positions in each category: Clerical/Entry Level, Administrative Level, Field Services Level, CDL/Operator Level, and Professional Services Level:

The 38% mark-up includes all of the following services:

- | | |
|---|---|
| • Complete, Nationwide background screening | • Driver License eligibility verification |
| • Sex Offender Registry Check | • Pre-employment Reference |
| • County Searches | • Employment Verifications |
| • Social Security Number Verification | • Education Verification |
| • Homeland Security Check through Everify | • Professional License Verification |
| • SUTA, FUTA, FICA and state taxes | • Payroll Processing Fees |
| • Workers Compensation Insurance | • W-2 Forms at year end |
| • Administrative Fees | • General Liability/Professional Liability/Umbrella Coverage |
| • Competency Testing if applicable | • Drug Testing |
| | • MVR Records completed on applicable applicants as requested |

Insurance Rates

A.T. Staffing follows ACA guidelines and offers insurance to our employees. We do not include these costs in our rates because the majority of the employees decline and we feel like it is more cost saving to you to only bill you if and when the employees elect insurance. We deduct from the employees check for their premium however because we are only able to deduct a portion we pass the remaining cost for the premium to you. If the City of Nacogdoches elects a 90 day conversion then these employees become eligible for insurance on or around the time they convert. The only

terminated from his or her position of employment for any reason, except for a company-initiated reduction in workforce, elimination of the position or insufficient work for the candidate. The City of Nacogdoches must notify A.T. Staffing within five (5) business days after such termination for the guarantee to be valid.

Tab C
METHODOLOGY

Applicant Process

Once a job order has been submitted from the City of Nacogdoches we will begin searching our database for existing, qualified applicants. We will also advertise job openings on our current list of job search websites and begin to screen applicants that apply. Depending on the position, we can see results within minutes and are sometimes able to provide profiles for review within 2 hours.

Our application/onboarding process is all electronic. Anyone can easily access any of our systems 24/7 from a laptop, phone or tablet. Once an applicant receives notification of a job opening they are interested in they can easily go to our website and complete their application. When we receive onboarding notification from an applicant, we will ask that they provide copies of the documentation to verify their I9 form and begin processing. A.T. Staffing also requires that at least one of the documents have a picture on them to comply with Homeland Security/Everify requirements. Once the onboarding process is complete one of our Recruitment Specialist will be able to perform an immediate nationwide criminal history/sex offender background search and a reference check. If the position should require other background screenings such as MVR records, DOT physicals we will be able to complete/verify these at that point on an as needed basis. We also have direct access to Social Security Administration Business online and will use their website to validate each person's social security number. Once we receive all completed backgrounds a profile will be developed to include work history or resume, criminal/sex offender background screening results and a driver eligibility report for positions that require they operate a motor vehicle. At this point we can submit profiles either to HR for approval or to the director for consideration. We work hard to ensure that each candidate we submit meets the hiring requirements for that particular position and of the City of Nacogdoches.

Once we receive notification from the director/hiring manager that the candidate has been selected to start work we will meet the employee to conduct a new hire orientation and drug screen. Drug screens are done in house. We have two different screening options which use either saliva or urine

on a 10 panel drug screen. The results are immediate. If the position should require a DOT compliant screening, we will be able to meet that requirement as well.

Once the employees have gone through the screenings and onboarding process, they are eligible to begin working. Within 72 hours of the applicant's start date we will perform a Homeland Security Background Check through Everify.

Payroll Options

We require that all of our employees sign up for direct deposit during the onboarding process. We are able to deposit their weekly payroll into any checking/saving/money card account as long as the applicant provides proper verification of this account during their onboarding experience. We understand that not all employees have bank accounts set up so we offer payment on a Wisely Pay Card. Wisely cards are sent directly from our office to the employee as soon as they begin work. They will receive their first payment on this card. The Wisely Pay card can be used without fees or monthly charges for services. Employees may access their paycheck stubs easily online at anytime.

Health Plans/Insurance

Advance'd Temporaries offers health insurance at a reasonable cost to our employees. Once an employee meets eligibility requirements by working an average of 30 hours a week and have met 60 days of continuous employment, we will automatically enroll them in their choice of insurance plan. Each eligible employee will have the option of our Mini Med medical plan or upgrading their health care plan to A.T. Staffing's health care 60/40 ACA compliant plan. Employees are not required to sign up for coverage as they can decline the insurance if they so choose.

Beginning in 2015 the premium became mandatory according to the ACA. Since we are only allowed to take a certain percentage of their annual earnings, the City of Nacogdoches will be billed for any remaining premium balance on each eligible employee who elects insurance.

Our Mini Med Plan is a \$15.00/week charge to the employee and to the City. If an employee elects the 60/40 plan we charge 9.5% of their gross amount based on 30 hours. The remainder of the

premium would be billed to the City of Nacogdoches. This cost for the the City of Nacogdoches on these employee would generally be between \$74 and \$90 a week depending on their hourly pay.

If the employee elects either of our plans the insurance costs will be reflected on the Cities weekly invoice.

Timekeeping

Because of our experience with Municipal entities we know that employees are generally spread out in the community. We have determined that the best option for timekeeping is a paper timecard however we are able to process time from any document as long as we have their daily in/out times and a supervisor signature. To relive the stress from your staff we ask that the employee document their in/out times each day, obtain their direct supervisor's signature and send these in at the end of their work week to their department contact. Once the timecards have been received at your office they can be scanned and emailed or faxed over to our office for processing.

We do have an electronic timecard option in which our employees can log their time electronically and a supervisor can log in to our system and approved these easily.

We set timeframes on when our office must receive all timecards in order for them to be processed in a timely manner for pay each Friday. We ask that timecards are received in our office by noon each Tuesday for the previous week. We are able to process payroll at any time during normal business hours in the event that it is needed.

Billing

Once our office receives the time each week from you we begin processing payroll. Our payroll department generates invoices on a weekly basis. The invoices will include the employees name, hours worked, week ending date, hourly bill rate, position information and total charges.

Advance'd Temporaries/A.T. Staffing will email your invoices to a designated City of Nacogdoches employee/employee's email address.

Our invoices are payable upon receipt. For your convenience, Advance'd Temporaries Inc./A.T. Staffing offers several methods for remitting payment. We accept payment via check or ACH transfer.

Duties and Responsibilities

A.T. Staffing will require the City of Nacogdoches to provide a detailed job description for the positions we are recruiting for along with a pay rate and work schedule. The job description should include whether or not the employee will operate a motor vehicle and any equipment that will be operated. The job description should be clear on education/credential/experience requirements.

A.T. Staffing will work to ensure that each profile submitted is from a qualified applicant.

A.T. Staffing will require that you list us as additionally insured on your insurance. In the event that there is a motor vehicle accident in which one of our employees is driving, the City of Nacogdoches will be responsible for any property damaged and/or any medical injuries that may be sustained by City of Nacogdoches employees or the public. A.T. Staffing will only be responsible for providing medical care under Worker's Compensation for any injuries to our employees.

Work Restrictions

For each job order we would require a job description. If any equipment will be operated we will require it to be listed in the job description and properly maintained and guarded if applicable. As long as we are aware of the job we can ensure that they are properly covered by Workers Compensation. Our employees will not be able to work 7 foot from ground level.

Tab D
REFERENCES

- Rodney Ivy
City of Lufkin
HR Director
rivy@cityoflufkin.com
936-633-0229

- Galen Billington
City of Tyler
Superintendent/Solid Waste
gbillington@tylertexas.com
903-531-1388

- Shane Price
City of Huntington
Public Works Superintendent
sprice@cityofhuntington.org
936-414-9510

Tab E

ACKNOWLEDGEMENTS

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other firm, and that the contents of this RFP have not been communicated to any other firm prior to the official opening of this RFP. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By:  Title: Branch Manager

Typed Name: Denise Vansau Company Name: A.T. Staffing

Phone No.: 936-632-8204 Fax No.: 936-632-8213

Email: dvansau@advtemp.com

Bid Address: 1411 E. Lufkin Ave Lufkin Texas 75901
P.O. Box or Street City State Zip

Order Address: 1411 E. Lufkin Ave Lufkin Texas 75901
P.O. Box or Street City State Zip

Remit Address: PO Box 8022 Tyler Texas 75711
P.O. Box or Street City State Zip

Federal Tax ID No.: 75-1771388

DUNS No.: 798225447

Date: January 27, 2021

Attachment A

Wages:

Pay Rate X 38% = Bill Rate

Conversion Fee:

If hired after ninety calendar days worked

\$0.00

If hired before ninety calendar days worked

Annual Salary X 8% = Conversion Fee

Direct Hire Placement Fee:

Annual Salary X 8% = Direct Hire Fee

Exhibit A Acknowledgement

A.T. Staffing has read the Standard form of Agreement Contract for Temporary Service Workers and agree to sign such document when offered the opportunity.

EXHIBIT F
Insurance Requirements

- I. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability

- II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage.

All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

- III. The Contractor shall include all subcontractors as Additional Insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. Coverages for subcontractors shall be subject to all requirements stated herein.

IV. General Requirements Applicable to All Policies.

- A. Only insurance carriers licensed and admitted to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis for property damage only.
- C. "Claims made" policies are not accepted, except for Professional Liability insurance.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Nacogdoches by certified mail, return receipt requested.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City.
- F. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - 1. The insurance company is licensed and admitted to do business in the State of Texas

2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO

3. All endorsements and coverages are included according to the requirements of this Contract

4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

G. The City of Nacogdoches, its officials, employees, and volunteers are to be named Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. Commercial General Liability requirements:

A. Coverage shall be written by a carrier with an "A: VIII" or better rating in accordance with the current Best Key Rating Guide.

B. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.

C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.

D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

E. The coverage shall include but not be limited to premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.

F. The City shall be named as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. Business Automobile Liability requirements:

A. Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance with the current Best Key Rating Guide.

B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.

C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. Workers Compensation Insurance requirements:

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

B. The workers compensation insurance shall include the following terms:

1. Employer's Liability limits of \$1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

C. Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities

unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity **prior** to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

VIII. Professional Liability requirements:

A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

B. Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of Nacogdoches when requested.

C. Policy must include availability of a two-year extended reporting period.

D. Retroactive date must be shown on certificate.

EXHIBIT G
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tower Street Insurance 14555 Dallas Pkwy, Suite 100-206 Dallas TX 75242		CONTACT NAME: Services PHONE (A/C, No, Ext): 469-788-8888 E-MAIL ADDRESS: services@towerstreetinsurance.com FAX (A/C, No): 469-788-8888	
INSURED Advanced Temporaries Inc 7441 Marvin D Love Fwy #206 Dallas TX 75237		INSURER(S) AFFORDING COVERAGE INSURER A: Argonaut Insurance Company INSURER B: Zurich American Insurance Company INSURER C: Beazley Insurance Co INSURER D: Federal Insurance Company INSURER E: Texas Mutual Insurance Co INSURER F:	
		NAIC # 16535 37540 20281	

COVERAGES

CERTIFICATE NUMBER: 471669746

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC		PRA590759508	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0		UMB549910008	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
E A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A		TSF0001238297 928658349124	6/1/2020 6/1/2020	6/1/2021 6/1/2021	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D C	Prof. Liab/Occurrence Form Crime/Fidelity w/3rd Party Cyber Liability		PRA590759508 82468770 V28008190101	12/1/2020 12/1/2020 7/16/2020	12/1/2021 12/1/2021 7/16/2021	\$1,000,000/\$3,000,000 \$1,000,000 \$3,000,000 \$5,000 Ded. \$10,000 Ded. \$10,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Nacogdoches 202 Pilar Street, Suite 344 Nacogdoches TX 75961	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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A Proposal Submitted in Response to
City of Nacogdoches

RFP: Temporary Employment Services

Submitted By:



Advance'd Temporaries, Inc./A.T. Staffing

(Full Legal Name of Proposer)

On:

January 27, 2021

(Date of Proposal Submission)

Table of Contents

Tab A- Qualifications and Experience

- Welcome Letter
- Company History
- 24/7 Service
- Personnel
- Resumes
- Branch Information
- Branch Experience

Tab B – Rates and Expenses

- Cost Proposal
- Insurance Rates
- Holiday Pay
- Conversion Terms
- Direct Hire Placements

Tab C – Methodology

- Applicant Process
- Payroll Options
- Health Plans/Insurance
- Timekeeping
- Billing
- Duties and Responsibilities
- Work Restrictions

Tab D – References

- City of Lufkin
- City of Tyler
- City of Huntington

Tab E – Certifications

- Certification Statement
- Attachment A
- Exhibit A Acknowledgement
- Certificate of Liability Insurance



ADVANCE'D TEMPORARIES, INC.
"The Agency"

January 27, 2021

City of Nacogdoches
202 Pilar Street, Suite 344
Nacogdoches, Texas 75961

To Whom It May Concern:

Thank you for the opportunity to present our company to you. Advance'd Temporaries, Inc./A.T. Staffing provides employees for over one thousand companies throughout Texas, Louisiana, Kansas, Florida, Oregon and Oklahoma and have for over fifty years. We are a full-service staffing organization equipped to satisfy all of your personnel needs. Our three staffing divisions are Medical, Clerical and Light Industrial.

Our corporate mission is to be honest, ethical and offer the highest level of service in placing the right people in the right jobs. We focus on the development of return business; this attitude is reflected in all our day-to-day business dealings with both our clients and our employees.

We hope we are awarded the opportunity to provide temporary employment services as we value our relationship during the many years of partnership with other Cities in our area. Please contact us with any questions or comments concerning our proposal.

Sincerely,

Denise Vansau

Branch Manager

TYLER
(903) 561-8204

HOUSTON
(713) 521-4623

SAN ANTONIO
(210) 340-6567

EL PASO
(915) 774-0281

CORPUS CHRISTI
(361) 855-5627

LONGVIEW
(903) 757-8204

LUFKIN
(936) 632-8204

SINCE 1969

Tab A
QUALIFICATIONS AND EXPERIENCE

Company History

Advance'd Temporaries Inc./A.T. Staffing was established in 1969 and is owned and operated by H. Scott Gibson. Fondly referred to as "The Agency" by our loyal clients, Advance'd Temporaries, Inc./A.T. Staffing is headquartered in Tyler, Texas. We continue to provide staffing services and solutions to over 1,000 clients nationwide.

We make efficient decisions necessary for personalized service that is both reliable and dependable. We have a strong commitment to service and ethics as well as developing a mutually beneficial partnership between all of our Clients and our Employees. Honesty and integrity go hand in hand. We do what we say to the best of our ability and never cut corners for a few extra dollars.

Our tenured staff have a mission to be honest, ethical and to offer the highest level of service. We focus on the development of long term and return business. This commitment is reflected in our day to day business dealings with both our clients and candidates.

- | | |
|--|-----------------------------------|
| ▪ Commitment to Service and Ethics | ▪ Testing and Screening |
| ▪ Personalized Service | ○ National and Local Criminal/Sex |
| ▪ Reliable and Dependable | Offender Checks |
| ▪ Competitive Rates | ○ Drug Testing |
| ▪ Volume Discount | ○ Motor Vehicle |
| ▪ Regulatory compliant | Reports |
| ▪ LIVE Support 24 hours a day | ○ E-Verify |
| 7 days a week | ○ Social Security |
| ▪ Tenured, Experienced Staff | Verification |
| ▪ Electronic Record Keeping | ○ Credit Check |
| ▪ Maintained personnel and payroll records | |

Provide 24/7 Service

We are unique in our industry. Where others have enlisted the use of other options, we continue to have a live person answering our phones 24 hours a day 7 days a week to help you and our employees in their time of need. When you call our main number after hours you will speak directly to one of the Lufkin Branch team members who already know you and will be able to provide immediate assistance. You can see why our company holds a prominent spot in the minds and needs of the employers and employees whom we serve. We are committed to you and our employees.

Personnel

The City of Nacogdoches account will be supervised and supported by Denise Vansau, Branch Manager and her staff in the Lufkin Branch office. Mrs. Vansau provides 25 years of experience in the staffing industry and 13 years of experience here at Advance'd Temporaries, Inc./A.T. Staffing. Additionally, she is supported by our tenured corporate staff in Tyler, Texas.

Corporate Offices

Name	Title	Job Tenure
Scott Gibson	President/CEO	28 years
Marty Goode	Vice President	19 years
Kristi Holder	Operations Manager	16 years
Aaron Hungerford	HR Manager	5 years

Lufkin Branch

Name	Title	Job Tenure
Denise Vansau	Branch Manager	13 years
Margaret Harris	Recruitment Specialist	10 years
Datha Price	Recruitment Specialist	3 years
Jackie Palomino	Recruitment Specialist	2 years



DENISE VANSAU
BRANCH MANAGER

OBJECTIVE

A position in Human Resources with a focus on Operational Management, Recruitment, Team Leadership, and Process Improvements

VITALS

1514 Eleanor

Lufkin, Texas 75901

T 936-635-5424

E denisevansau@yahoo.com

EXPERIENCE

A.T. STAFFING/ADVANCE'D TEMPORARIES INC.

2007 – CURRENT

BRANCH MANAGER

Direct all operational aspects including customer service, human resources, administration and sales in accordance with objectives. Provide training, coaching, development and motivation for all in house and temporary personnel. Facilitate sales process and client development throughout the market and interact regularly with all clients. Develop branch budget and goals. Ensure all payroll and reports are completed accurately. Process all Workers compensation claims and attend Unemployment Commission hearings. Ensure compliance in all areas with local, state and federal guidelines.

BURKE CENTER

2001-2007

STAFFING COORDINATOR

Recruit, hire and supervise all part-time staff in a 12-county area. Coordinate 24-hour coverage for twelve Alternate Living Units. Ensure compliance with Medicaid billing guidelines and Texas Labor Code. Process all timecards and ensure that payroll is completed timely. Train all staff for each consumer and coordinate annual/quarterly/monthly required and consumer specific trainings. Serve on Risk Management committee and as Safety Officer for the facility.

EDUCATION

ANGELINA COLLEGE

ASSOCIATE OF APPLIED SCIENCE – LEGAL ASSISTANT

SKILLS & ABILITIES

- A take-charge individual with exemplary leadership skills
- Strong written and verbal communication
- Professional attitude
- Excellent computer skills; very proficient in Word, Excel, and Power Point
- Working knowledge of financial reports and data
- Inspires others to take action
- Able to handle and prioritize multiple projects and tasks
- Excellent social and organizational skills

MARGARET L HARRIS
769 Quail Creek Dr.
Lufkin, TX 75904
(936) 465-5803
mharris10882@yahoo.com

Career Objectives

I'm seeking a challenging and interesting position that will allow me to utilize my skills and experience to perform the tasks at hand.

Summary of Qualifications

I'm able to communicate with all levels of management. I can handle multiple projects concurrently. I'm a self-starting, goal-oriented strategist whose confidence, perseverance and vision promote success.

Work History

Advanced Temporaries
Recruitment Specialist

Sept 01, 2010-Current

Answer phone and communicate professionally and courteously with all callers. Staff job orders with qualified employees. I interviewed potential employees for qualifications and capabilities. Perform employee background checks to ensure fitness for placement. Review employment applications and assist with application process. Accurately input payroll data for employees meeting all deadlines. Distribute pay checks for employees as directed. Accurately input employee information into computer database. Prepare ads for temporary employees and work with marketing director on display ads and submit ads for publication once approved.

Kellogg Brown and Root (IRAQ)
Mail Clerk/Administrative Support

Apr 05, 2008-Jun 26, 2010

Experienced with the Military Postal Regulations and enforcing the policies of the United States Postal Service (USPS) and Military Postal Service (MPS). Analyzing and resolving problems and effectively delivering information and responding to questions from groups consisting of supervisors and customers. I maintained employee records and company files as the department administrative assistant. Maintain entire department's payroll needs. Ensuring all required training and documentation were kept up to date. Sending daily reports, answering phones, submitting request for entire department.

Education

Corrigan-Camden High School - Corrigan, Texas
Education Level: High School Diploma
Graduated: Yes
Year: 2001

Angelina College – Lufkin, Texas
Education Level: Certified Nursing Assistant
Graduated: Yes
Year: 2011

Datha Price

dathaprice@yahoo.com

WORK EXPERIENCE:

Advanced Temporaries

Recruitment Specialist/Payroll- January 2018- present

Huntington State Bank

Teller- March 2017 to December 2017

First Bank and Trust-

Teller- August 2016 to March 2017

Albertsons

Cashier/Customer Service - January 1996 to January 1998

Education:

Graduate of Lufkin High School 1997

JACKIE PALOMINO

489 Louie Cheatham Dr. Diboll, TX 75941 · 936-465-5915

Jackie_palomino@yahoo.com

Dedicated and focused Administrative Assistant who excels at prioritizing, completing multiple tasks Simultaneously, and following through to achieve project goals. Answers a high volume of incoming calls While handling in-person inquiries from clients. Flexible and hardworking with strong drive to succeed.

EXPERIENCE

1/2019- CURRENT

RECRUITMENT SPECIALIST, A.T. STAFFING, INC.

- Provide staffing solutions for all Light Industrial/Clerical Clients
- Complete onboarding, background and drug screenings for applicants.
- Conduct new hire orientations.
- Submit employee profiles and schedule interviews.
- Ensure new hire documentation is complete.
- Assist in payroll processing.

7/2013 – 11/2018

ACCOUNTS PAYABLE CLERK, ARBOR RESOURCES, LLC

- Efficiently process vendor invoices and maintain up-to-date system.
- Open and assign new vendor accounts.
- Coordinate approval processes of all account invoices.
- Balance batch summary reports for verification and approval.
- Research and resolve all payment problems.
- OPEN, SORTING AND DISTRIBUTING MAIL IN OFFICE.**

6/2000 – 11/2012

ADMINISTRATIVE ASSISTANT, GREATER EAST TEXAS COMMUNITY ACTION

- Providing administrative and clerical support (mailing, scanning, faxing, copying, filing)
- Maintaining hard copy filing system
- Assisting in resolving problems.
- Running errands to post office, office supply store, etc.
- Answering phone calls and taking messages
- Preparing and editing documents like letters, memos and emails.
- Scheduling appointments.
- Acting as a point of contact for clients.
- Data entry for clients.

SKILLS

- Bilingual fluent in Spanish
- Detail-oriented
- Accounts administration
- Organized
- Microsoft Programs (Word, Excel, Outlook)
- QuickBooks

Lufkin Branch Information

1.	Name of Firm	Advance'd Temporaries Inc./ A.T. Staffing
2.	Contact	Denise Vansau, Branch Manager
3.	Street Address	1411 East Lufkin Ave
4.	City, State & Zip Code	Lufkin, Texas 75901
5.	Phone Number	936-632-8204
6.	Fax Number	936-632-8213
7.	Website	www.advtemp.com
8.	Email Address	dvansau@advtemp.com
9.	Federal ID#	751771388

Lufkin Branch Experience

During the previous thirty six months our Lufkin Branch has provided placements in other municipal offices in similar roles.

Number of Placements:	352
Turnover Rate for the assignments:	17.43
Average time to fill/make placements:	36.4 hours

Candidates Placed:

Clerical/Entry Level	12
Administrative Level	4
Field Services Level	249
CDL/Operator Level	87
Professional Services Level	0

Candidates Sourced:

Clerical/Entry Level	274
Administrative Level	93
Field Services Level	952
CDL/Operator Level	158
Professional Services Level	20

We have provided staffing for many Cities throughout Texas and in East Texas. Our branch is extremely familiar with the job descriptions and services that a city provides; from labor to clerical we will work hard to find the right person for the job.

Tab B
RATES AND EXPENSES

Cost Proposal

Advance'd Temporaries, Inc./A.T. Staffing is proposing a 38% mark up fee above the agreed pay rate for all positions in each category: Clerical/Entry Level, Administrative Level, Field Services Level, CDL/Operator Level, and Professional Services Level:

The 38% mark-up includes all of the following services:

- Complete, Nationwide background screening
- Sex Offender Registry Check
- County Searches
- Social Security Number Verification
- Homeland Security Check through Everify
- SUTA, FUTA, FICA and state taxes
- Workers Compensation Insurance
- Administrative Fees
- Competency Testing if applicable
- Driver License eligibility verification
- Pre-employment Reference
- Employment Verifications
- Education Verification
- Professional License Verification
- Payroll Processing Fees
- W-2 Forms at year end
- General Liability/Professional Liability/Umbrella Coverage
- Drug Testing
- MVR Records completed on applicable applicants as requested

Insurance Rates

A.T. Staffing follows ACA guidelines and offers insurance to our employees. We do not include these costs in our rates because the majority of the employees decline and we feel like it is more cost saving to you to only bill you if and when the employees elect insurance. We deduct from the employees check for their premium however because we are only able to deduct a portion we pass the remaining cost for the premium to you. If the City of Nacogdoches elects a 90 day conversion then these employees become eligible for insurance on or around the time they convert. The only

time that you would be billed is if an employee works past their 90 day conversion terms and elect insurance.

Holiday

Advance'd Temporaries charges time and one-half for the following Holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Christmas Eve, Christmas Day and Thanksgiving Day. **No employee will receive holiday pay without working the day of the holiday.** If the City of Nacogdoches would like to negotiate another holiday schedule it will be accepted.

Conversion Terms

A.T. Staffing has a 90 calendar day conversion period for all temp to hire employees. After the employee has worked 90 calendar days the City of Nacogdoches can hire them directly with no conversion fees.

If the City of Nacogdoches hires an A.T. Staffing employee or uses the employee through another staffing firm within 90 days of their last day on assignment, the City agrees to pay a payroll transfer fee of 8% of the employee's annual calculated compensation or other fee negotiated by contract. Conversion fee will be calculated using a 2080 hour work year multiplied by the hourly pay rate to determine the annualized payroll.

Direct Hire Placements

Placement fees are payable to A.T. Staffing on a contingency basis in the event that the City of Nacogdoches hires a candidate referred by A.T. Staffing within one (1) year after that candidate was presented. The fee payable is eight percent (8%) of the candidate's first year base salary (2080 Hours) not to exceed \$12,500.00. No other earnings are included in this agreement. Fees are to be paid fifty percent (50%) within the first (30) calendar days from the starting date of the candidate's employment with Client and fifty percent (50%) within (60) calendar days from the starting date of the candidate's employment with the City.

All fees paid within sixty (60) days A.T. Staffing will provide a thirty (30) day prorated guarantee, beginning on the thirty first (31st) day of employment, for any candidate that terminated or is

terminated from his or her position of employment for any reason, except for a company-initiated reduction in workforce, elimination of the position or insufficient work for the candidate. The City of Nacogdoches must notify A.T. Staffing within five (5) business days after such termination for the guarantee to be valid.

Tab C

METHODOLOGY

Applicant Process

Once a job order has been submitted from the City of Nacogdoches we will begin searching our database for existing, qualified applicants. We will also advertise job openings on our current list of job search websites and begin to screen applicants that apply. Depending on the position, we can see results within minutes and are sometimes able to provide profiles for review within 2 hours.

Our application/onboarding process is all electronic. Anyone can easily access any of our systems 24/7 from a laptop, phone or tablet. Once an applicant receives notification of a job opening they are interested in they can easily go to our website and complete their application. When we receive onboarding notification from an applicant, we will ask that they provide copies of the documentation to verify their I9 form and begin processing. A.T. Staffing also requires that at least one of the documents have a picture on them to comply with Homeland Security/Everify requirements. Once the onboarding process is complete one of our Recruitment Specialist will be able to perform an immediate nationwide criminal history/sex offender background search and a reference check. If the position should require other background screenings such as MVR records, DOT physicals we will be able to complete/verify these at that point on an as needed basis. We also have direct access to Social Security Administration Business online and will use their website to validate each person's social security number. Once we receive all completed backgrounds a profile will be developed to include work history or resume, criminal/sex offender background screening results and a driver eligibility report for positions that require they operate a motor vehicle. At this point we can submit profiles either to HR for approval or to the director for consideration. We work hard to ensure that each candidate we submit meets the hiring requirements for that particular position and of the City of Nacogdoches.

Once we receive notification from the director/hiring manager that the candidate has been selected to start work we will meet the employee to conduct a new hire orientation and drug screen. Drug screens are done in house. We have two different screening options which use either saliva or urine

on a 10 panel drug screen. The results are immediate. If the position should require a DOT compliant screening, we will be able to meet that requirement as well.

Once the employees have gone through the screenings and onboarding process, they are eligible to begin working. Within 72 hours of the applicant's start date we will perform a Homeland Security Background Check through Everify.

Payroll Options

We require that all of our employees sign up for direct deposit during the onboarding process. We are able to deposit their weekly payroll into any checking/saving/money card account as long as the applicant provides proper verification of this account during their onboarding experience. We understand that not all employees have bank accounts set up so we offer payment on a Wisely Pay Card. Wisely cards are sent directly from our office to the employee as soon as they begin work. They will receive their first payment on this card. The Wisely Pay card can be used without fees or monthly charges for services. Employees may access their paycheck stubs easily online at anytime.

Health Plans/Insurance

Advance'd Temporaries offers health insurance at a reasonable cost to our employees. Once an employee meets eligibility requirements by working an average of 30 hours a week and have met 60 days of continuous employment, we will automatically enroll them in their choice of insurance plan. Each eligible employee will have the option of our Mini Med medical plan or upgrading their health care plan to A.T. Staffing's health care 60/40 ACA compliant plan. Employees are not required to sign up for coverage as they can decline the insurance if they so choose.

Beginning in 2015 the premium became mandatory according to the ACA. Since we are only allowed to take a certain percentage of their annual earnings, the City of Nacogdoches will be billed for any remaining premium balance on each eligible employee who elects insurance.

Our Mini Med Plan is a \$15.00/week charge to the employee and to the City. If an employee elects the 60/40 plan we charge 9.5% of their gross amount based on 30 hours. The remainder of the

premium would be billed to the City of Nacogdoches. This cost for the the City of Nacogdoches on these employee would generally be between \$74 and \$90 a week depending on their hourly pay.

If the employee elects either of our plans the insurance costs will be reflected on the Cities weekly invoice.

Timekeeping

Because of our experience with Municipal entities we know that employees are generally spread out in the community. We have determined that the best option for timekeeping is a paper timecard however we are able to process time from any document as long as we have their daily in/out times and a supervisor signature. To relive the stress from your staff we ask that the employee document their in/out times each day, obtain their direct supervisor's signature and send these in at the end of their work week to their department contact. Once the timecards have been received at your office they can be scanned and emailed or faxed over to our office for processing.

We do have an electronic timecard option in which our employees can log their time electronically and a supervisor can log in to our system and approved these easily.

We set timeframes on when our office must receive all timecards in order for them to be processed in a timely manner for pay each Friday. We ask that timecards are received in our office by noon each Tuesday for the previous week. We are able to process payroll at any time during normal business hours in the event that it is needed.

Billing

Once our office receives the time each week from you we begin processing payroll. Our payroll department generates invoices on a weekly basis. The invoices will include the employees name, hours worked, week ending date, hourly bill rate, position information and total charges.

Advance'd Temporaries/A.T. Staffing will email your invoices to a designated City of Nacogdoches employee/employee's email address.

Our invoices are payable upon receipt. For your convenience, Advance'd Temporaries Inc./A.T. Staffing offers several methods for remitting payment. We accept payment via check or ACH transfer.

Duties and Responsibilities

A.T. Staffing will require the City of Nacogdoches to provide a detailed job description for the positions we are recruiting for along with a pay rate and work schedule. The job description should include whether or not the employee will operate a motor vehicle and any equipment that will be operated. The job description should be clear on education/credential/experience requirements.

A.T. Staffing will work to ensure that each profile submitted is from a qualified applicant.

A.T. Staffing will require that you list us as additionally insured on your insurance. In the event that there is a motor vehicle accident in which one of our employees is driving, the City of Nacogdoches will be responsible for any property damaged and/or any medical injuries that may be sustained by City of Nacogdoches employees or the public. A.T. Staffing will only be responsible for providing medical care under Worker's Compensation for any injuries to our employees.

Work Restrictions

For each job order we would require a job description. If any equipment will be operated we will require it to be listed in the job description and properly maintained and guarded if applicable. As long as we are aware of the job we can ensure that they are properly covered by Workers Compensation. Our employees will not be able to work 7 foot from ground level.

Tab D
REFERENCES

- Rodney Ivy
City of Lufkin
HR Director
rivy@cityoflufkin.com
936-633-0229

- Galen Billington
City of Tyler
Superintendent/Solid Waste
gbillington@tylertexas.com
903-531-1388

- Shane Price
City of Huntington
Public Works Superintendent
sprice@cityofhuntington.org
936-414-9510

Tab E
ACKNOWLEDGEMENTS

Attachment A

Wages:

Pay Rate X 38% = Bill Rate

Conversion Fee:

If hired after ninety calendar days worked

\$0.00

If hired before ninety calendar days worked

Annual Salary X 8% = Conversion Fee

Direct Hire Placement Fee:

Annual Salary X 8% = Direct Hire Fee

Exhibit A Acknowledgement

A.T. Staffing has read the Standard form of Agreement Contract for Temporary Service Workers and agree to sign such document when offered the opportunity.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tower Street Insurance 14555 Dallas Pkwy. Suite 100-206 Dallas TX 75242	CONTACT NAME: Services
	PHONE (A/C, No, Ext): 469-788-8888 FAX (A/C, No): 469-788-8888
	E-MAIL ADDRESS: services@towerstreetinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Zurich American Insurance Company
	INSURER B: Beazley Insurance Co
	INSURER C: Federal Insurance Company
	INSURER D: Texas Mutual Insurance Co
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 811200589 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC			PRA590759508	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			UMB549910008	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TSF0001238297	6/1/2021	6/1/2022	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C B	Prof. Liab/Occurrence Form Crime/Fidelity w/3rd Party Cyber Liability			PRA590759508 82468770 V28008190101	12/1/2020 12/1/2020 7/16/2020	12/1/2021 12/1/2021 7/16/2021	\$1,000,000/\$3,000,000 \$1,000,000 \$3,000,000 \$5,000 Ded. \$10,000 Ded. \$10,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as Additional Insured as respects General Liability as required by written contract.
Waiver of Subrogation applies as respects General Liability and Workers Compensation as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Nacogdoches
202 Pilar Street, Suite 344
Nacogdoches TX 75961

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization who you are required to add as an additional insured on this policy under a contract or agreement shall be an insured, but only with respect to that person's or organization's liability arising out of your operations as a "Staffing Service" or premises owned by or rented to you.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization who you are required to add by written contract or written agreement which is executed before a "Staffing Services" "Occurrence" to waive your rights of recovery .

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 6/1/20 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001238297 of Texas Mutual Insurance Company effective on 6/1/20

Issued to: ADVANCE'D TEMPORARIES INC

This is not a bill

NCCI Carrier Code: 29939

Authorized representative

6/2/20

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket-KS

Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/01/2020 Policy No. WC 928638349124 Endorsement No.

Policy Effective Date: 06/01/2020 to 06/01/2021 Premium \$

Insured: ADVANCE'D TEMPORARIES INC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13

(Ed. 4-84)

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket-LA

Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/01/2020 Policy No. WC 928638349124

Endorsement No.

Policy Effective Date: 06/01/2020 to 06/01/2021

Premium \$

Insured: ADVANCE'D TEMPORARIES INC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13

Countersigned by _____

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket-OK
Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/01/2020 Policy No. WC 928638349124 Endorsement No.

Policy Effective Date: 06/01/2020 to 06/01/2021 Premium \$

Insured: ADVANCE'D TEMPORARIES INC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13

Countersigned by _____

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket-AR
Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/01/2020 Policy No. WC 928638349124 Endorsement No.

Policy Effective Date: 06/01/2020 to 06/01/2021 Premium \$

Insured: ADVANCE'D TEMPORARIES INC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13

(Ed. 4-84)

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - OR
Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/01/2020 Policy No. WC 928638349124 Endorsement No.

Policy Effective Date: 06/01/2020 to 06/01/2021 Premium \$

Insured: ADVANCE'D TEMPORARIES INC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13

(Ed. 4-84)

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket - CO
Where required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 07/31/2020 Policy No. WC 928638349124 Endorsement No.

Policy Effective Date: 06/01/2020 to 06/01/2021 Premium \$

Insured: ADVANCE'D TEMPORARIES INC

DBA:

Carrier Name / Code: Argonaut Insurance Company

WC 00 03 13

(Ed. 4-84)

Countersigned by _____



City Council Meeting

Date: July 20, 2021

Agenda Item: 7.A.

PRESENTER: Jeff Summers, BancorpSouth Insurance

ITEM/SUBJECT: Consider approval of the City's partially self-funded health insurance plan and ancillary benefits and authorize the City Manager to execute any and all necessary renewal/contract documents. (Jeff Summers, BancorpSouth Insurance Services)

SUMMARY/BACKGROUND: Annual update of the City's partially self-funded health insurance plan and ancillary benefits.

No changes to cost of health insurance premiums or health insurance plan design. The City's Stop Loss coverage cost (which is an additional policy for when large claims surpass a certain amount, the additional claim cost is covered under the stop loss insurance) did receive an increase due to a few large claims during the past plan year. However, the City did receive a decrease to administration cost and expected claims.

City provides dental insurance, life insurance and voluntary vision, disability, and life insurance premiums and plan designs are remaining the same.

FINANCIAL:

No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Not Applicable

CITY CONTACT: Brittany Tucker, Human Resources Generalist
tuckerb@nactx.us
936-559-2569

ATTACHMENTS: 1. Insurance PowerPoint



EMPLOYEE BENEFITS RENEWAL

2021-2022



BACKGROUND

- The City of Nacogdoches offers Health Insurance for Employees and Dependents
- Blue Cross Blue Shield of Texas is the Insurance Provider
- The Health Insurance Policy is a partially Self Insured plan
- The City of Nacogdoches offers ancillary coverage to the employees and dependents
- Ancillary coverage includes Life, Dental, Long Term Disability, and Vision Insurance

HEALTH INSURANCE - CLAIMS EXPERIENCE

	<u>June `19 – May `20</u>	<u>June `20 – May `21</u>	<u>Trend</u>
Gross Medical Claims Paid₁	\$3,259,519	\$1,698,375	-47.9%
Net Medical Claims Paid₂	\$1,408,570	\$1,406,977	-.001%
Pharmacy Claims Paid	\$829,868	\$765,403	-7.8%
Admin & Reinsurance Cost	\$719,691	\$643,186	-10.6%
Total Cost	\$2,970,192	\$2,815,566	-5.2%

1- Medical Claims paid before stop loss
reimbursement

2- Medical Claims paid after stop loss
reimbursement

HEALTH INSURANCE - HIGH COST CLAIMANTS HISTORY

	<u>June '19 – May '20</u>	<u>June '20– May '21</u>
Claimant 1	\$1,690,384	\$342,931
Claimant 2	\$327,680	\$188,865
Claimant 3	\$112,884	\$134,602
Claimant 4	\$81,328	\$80,554
Claimant 5	\$79,524	\$79,631
Claimant 6	\$79,177	\$74,512
Claimant 7	\$69,586	\$71,535
Claimant 8	\$62,036	\$63,509
Claimant 9	\$61,992	\$57,383
Claimant 10	\$61,862	\$55,524
Claimant 11	\$59,639	\$52,817
Claimant 12	\$56,661	-

HEALTH INSURANCE - FUND BALANCE HISTORY

October 1, 2013	\$1,230,660
October 1, 2014	\$1,135,543
October 1, 2015	\$770,358
October 1, 2016	\$414,840
October 1, 2017	\$1,055,437
October 1, 2018	\$1,558,280
October 1, 2019	\$1,488,969
October 1, 2020	\$1,493,600
June 30, 2021	\$1,859,593

CURRENT FUNDING RATES - MEDICAL

	<u>City of Nacogdoches</u>	<u>Employee</u>	<u>Total</u>
<u>BASE PLAN</u>			
Employee Only	\$660.00	\$0.00	\$660.00
Employee + Spouse	\$660.00	\$497.05	\$1,157.05
Employee + Child(ren)	\$660.00	\$454.38	\$1,114.38
Employee + Family	\$660.00	\$867.08	\$1,527.08

	<u>City of Nacogdoches</u>	<u>Employee</u>	<u>Total</u>
<u>BUY UP PLAN</u>			
Employee Only	\$660.00	\$68.20	\$728.20
Employee + Spouse	\$660.00	\$650.69	\$1,310.69
Employee + Child(ren)	\$660.00	\$599.25	\$1,259.75
Employee + Family	\$660.00	\$1092.35	\$1,752.35

ESTIMATED ANNUAL

Contributions from the City and Employees	\$3,017,384
Expected cost for the 2020 / 2021 plan year	\$3,256,247
Maximum cost for the 2020 / 2021 plan year	\$3,762,177
Actual Cost for the past 12 months	\$2,795,835

RECOMMENDED FUNDING RATES - MEDICAL

	<u>City of Nacogdoches</u>	<u>Employee</u>	<u>Total</u>
<u>BASE PLAN</u>			
Employee Only	\$660.00	\$0.00	\$660.00
Employee + Spouse	\$660.00	\$497.05	\$1,157.05
Employee + Child(ren)	\$660.00	\$454.38	\$1,114.38
Employee + Family	\$660.00	\$867.08	\$1,527.08

	<u>City of Nacogdoches</u>	<u>Employee</u>	<u>Total</u>
<u>BUY UP PLAN</u>			
Employee Only	\$660.00	\$68.20	\$728.20
Employee + Spouse	\$660.00	\$650.69	\$1,310.69
Employee + Child(ren)	\$660.00	\$599.75	\$1,259.75
Employee + Family	\$660.00	\$1,092.35	\$1,752.35

ESTIMATED ANNUAL

Contributions from the City and Employees	\$3,017,384
Expected cost for the 2021 / 2022 plan year	\$3,205,704
Maximum cost for the 2021 / 2022 plan year	\$3,682,950

HEALTH INSURANCE - PLAN DESIGN

	<u>Buy-Up Plan</u>	<u>Base Plan</u>
Deductible (Individual / Family)	\$1,500 / \$3,000	\$3,000 / \$6,000
Co-Insurance	80 / 20 %	70 / 30 %
Out of Pocket Maximum	\$7,150 / \$14,300	\$7,900 / \$15,800
Office Visit Copay	\$45.00	\$45.00
Virtual Visit MDLive	100%	100%
Preventative Services	100%	100%
Routine Lab / X-Ray	100%	100%
Emergency Room Copay	\$300.00	\$400.00
Urgent Care Copay	\$65.00	\$75.00
Prescription Copay	\$20 / \$50 / \$75 / \$150	\$20 / \$50 / \$75 / \$150

RECOMMENDED FUNDING RATES - DENTAL

	<u>Counts</u>	<u>City of Nacogdoches</u>	<u>Employee</u>	<u>Total</u>
Employee Only	244	\$30.00	\$0.00	\$30.00
Employee + Spouse	23	\$30.00	\$30.97	\$60.97
Employee + Child(ren)	21	\$30.00	\$40.80	\$70.80
Employee + Family	31	\$30.00	\$82.02	\$112.02

ESTIMATED ANNUAL

Estimated contributions from the City of Nacogdoches	\$114,840
Estimated contributions from the employees	\$49,341
Estimated contributions from the city and employees	\$164,181
Estimated Fixed cost and projected claims 2020 / 2021	\$138,897

*Recommend no change to the funding rates

DENTAL - PLAN DESIGN

Deductible (Individual / Family)	\$50 / \$150
Preventive Care	100%
Basic Services	80%
Major Services	50%
Orthodontia	50%
Max Benefit Per Person Annually	\$1,000
Orthodontia Max Benefit Per Person Lifetime	\$1,000
Benefit Waiting Period:	
Preventive	None
Basic	None
Major	None
Orthodontia	None

SUMMARY

	<u>Rate Adjustments</u>	<u>Plan Changes</u>
Medical Insurance	0%	None
Dental Insurance	0%	None
Employer Paid Life Insurance (\$20,000)	0%	None
Voluntary Term Life Insurance	0%	None
Voluntary Vision Insurance	0%	None
Voluntary Long Term Disability	0%	None



QUESTIONS?

PRESENTER: Alaina Chafin, City Planner

ITEM/SUBJECT: Public Hearing: Consider a Zone Change from R-4, Multi-Family to MD, Medical for Lot 12-A, City Block 40, located at 813 North Mound Street. This request has been submitted by Robin Miller of Hettie Legg & Associates, LLC. Case File ZON2021-05. (City Planner)

(THE APPLICANT FORMALLY WITHDREW THIS ZONE CHANGE REQUEST ON JULY 12, 2021)

SUMMARY/BACKGROUND: The request is for a zone change from R-4, Multi-Family to MD, Medical for approximately 0.4 acre of land located 813 North Mound Street. The Medical zoning district is intended to accommodate those business activities associated with, or related to, the medical profession.

The applicant owns the subject property, which is currently developed as multifamily apartments. The applicant also owns the lot located immediately to the north at 817 North Mound Street, where they currently operate a medical office facility. The applicant intends to re-develop the subject property with additional medical offices as an expansion of their existing facility.

Adjacent Land Use & Zoning

The subject property is zoned R-4, Multi-Family and is currently vacant. The surrounding zoning and land uses are as follows:

Direction	Comprehensive Plan	Zoning	Land Use
North	Central City Mixed Use	M, Medical	Medical Office & Single Family
South	Central City Mixed Use	R-4, Multi-Family	Single Family
East (across N. Mound St.)	Central City Mixed Use	R-4, Multi-Family	Duplex & Multi-Family
West	Central City Mixed Use	R-4, Multi-Family	Single Family

The area includes a mix of zoning, including R-4, Multi Family to the east, west and south, and MD, Medical directly to the north. Surrounding land uses include medical offices, duplex, multi-family, and single family residences. The MD, Medical zoning district is compatible with the zoning in the area and should not adversely impact the adjacent land uses.

REVIEW CRITERIA: Per Section 118.139 of the Nacogdoches Zoning Ordinance, the following conditions shall be considered when reviewing an application for zoning change:

Compatibility. The specific use will be compatible with and not injurious to the use and enjoyment of other property in the immediate vicinity, nor significantly diminish or impair property values within the immediate vicinity;

The proposed MD, Medical zoning district is consistent with the existing development in the area and should not adversely impact the adjacent land uses.

Orderly growth and development. The establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property;
All of the surrounding properties are developed.

Supporting Facilities. Adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided;

The subject property takes direct access from North Mound Street, a Major Collector which functions as primary access for the office and higher density residential uses in the area. The property has access to public utilities, with 6-inch water main and a 6-inch sewer main located along North Mound Street. The roadway is adequate to accommodate the nature and volume of traffic typically generated by the uses permitted under the MD, Medical zoning district.

Per the FEMA Floodplain Map, there is no floodplain located on the subject property.

Drives and Parking. The design, location and arrangement of all driveways and parking spaces provides for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments;

All future improvements or modifications to drives and parking areas on the subject property will meet the City's current land development design standards.

Nuisances. Adequate nuisance-prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration;

If the zone change request is approved, any new construction would be subject to current development regulations. While the properties located immediately to the south and the west are developed as single family residences, they have a zoning designation of R-4, Multi Family. The R-4, Multi Family zoning district allows for the construction of single family, duplex and multi-family residences. Zoning Ordinance **Sec. 118-429 - Commercial sites with residential adjacency**, requires the installation of a screening wall and landscape buffer along shared property lines where nonresidential sites are immediately adjacent to residentially zoned properties; which includes properties with a zoning designation of A, Agriculture, R-1 Single Family, R-2, Single Family, and, R-3, Two Family. Zoning Ordinance **Sec. 118-269 - Purpose of zoning districts**, defines the R-4, Multi-Family zoning district as a commercial zoning district in determining residential adjacency; therefore the screening standards outline in **Sec. 118-429 - Commercial sites with residential adjacency**, will not apply to any new commercial construction on the subject property.

Lighting. Any lighting to be provided will be directional so as not to disturb or adversely affect neighboring properties;

If the zone change request is approved, any new outdoor lighting would be subject to the City's current standards for nonresidential development, which requires light fixtures to utilize a downlighting design, and prohibits fixtures that directly project light in all directions.

Landscaping. Sufficient landscaping and screening to ensure harmony and compatibility with adjacent property exists or will be provided;

If the zone change request is approved, any new construction would be subject to current commercial district landscaping requirements.

Comprehensive Plan. The proposed use is in accordance with the comprehensive plan.

Per the 2003 Nacogdoches Comprehensive Plan, the Future Land Use Plan designates the property and the surrounding area as Central City Mixed Use, which is described as the, *Central core of the City, in and around the traditional downtown, where a mix of retail, office, residential and public uses is permitted and encouraged subject to development and compatibility standards.*

The proposed MD, Medical zoning district is in line with the land uses described in the Central Mixed Use Future Land Use designation, and will contribute to the existing mix of office, residential and public uses in the area.

Notices

Staff mailed six notices to property owners within the 200 foot notification area, which included multiple properties under common ownership. Since the time of this report, Staff has received three contacts in opposition of the request. Of the contacts received, one was a verbal communication and two were written. The written responses have been attached to this staff report for reference. Some of the comments received by Staff included a general concern regarding additional commercial activities in the area, and their potential impact on nearby residences and properties located in the Washington Historic Overlay District located just south of Houston Street. Other comments included concerns regarding some of the specific uses permitted under the MD, Medical zoning district, including a convenience store with gas pumps.

This zoning application was also subject to the additional noticing practices approved by City Council in January, 2021. These include a zoning sign located on the subject property, notices posted on the City webpage and social media platforms, and courtesy notices mailed to property owners within 500 feet of the subject property. There is no active neighborhood association in this area.

P&Z Commission Recommendation

Based on the concerns received from residents and property owners in the area immediately surrounding the subject property, **the applicant formally withdrew their zone change application on July 12, 2021.** The purpose of the withdrawal, as outlined in the attached letter, is to request a Planned Development District at a later date so that the applicant may address any concerns of the community regarding the zone change request.

The Planning & Zoning Commission considered this item at their regular meeting on July 12, 2021 and voted 5-0 to approve of the request by the applicant to withdraw the zone change application. Staff also recommends approval of the request by the applicant to withdraw the zone change application.

FINANCIAL:

No financial impact associated with this item.

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

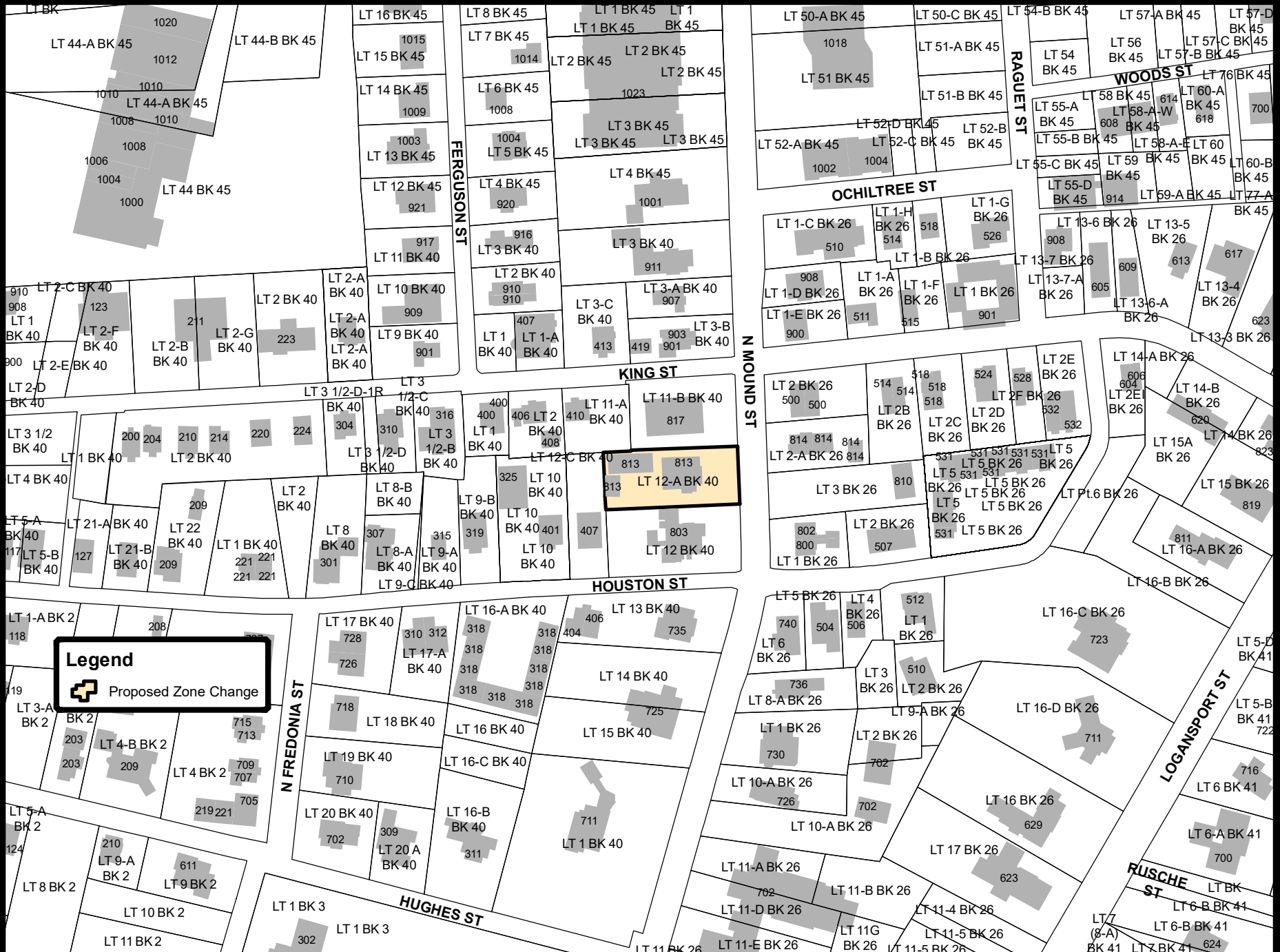
Economic Development

CITY CONTACT: Alaina Chafin, AICP, City Planner
chafina@nactx.us
936-559-2572

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Notification Map
6. Historic Overlay Map
7. Site Photos
8. Responses Letters in Opposition
9. Withdraw Request Letter

ZON 2021-05



Legend



Proposed Zone Change

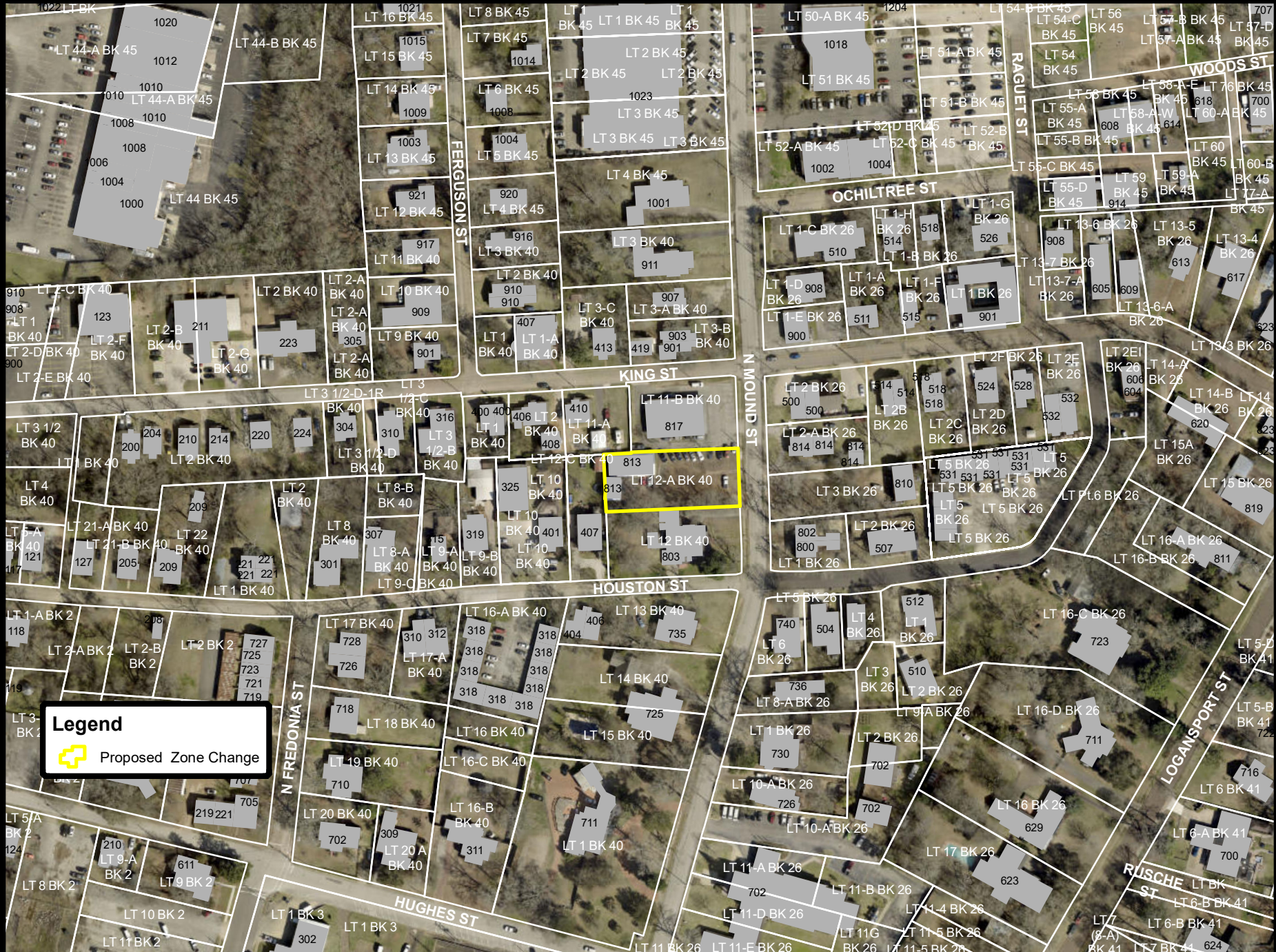
Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



0 50 100 200 Feet

Date Created: June 22, 2021 Software: ArcGIS 10.8.1

ZON 2021-05



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0 50 100 200 Feet

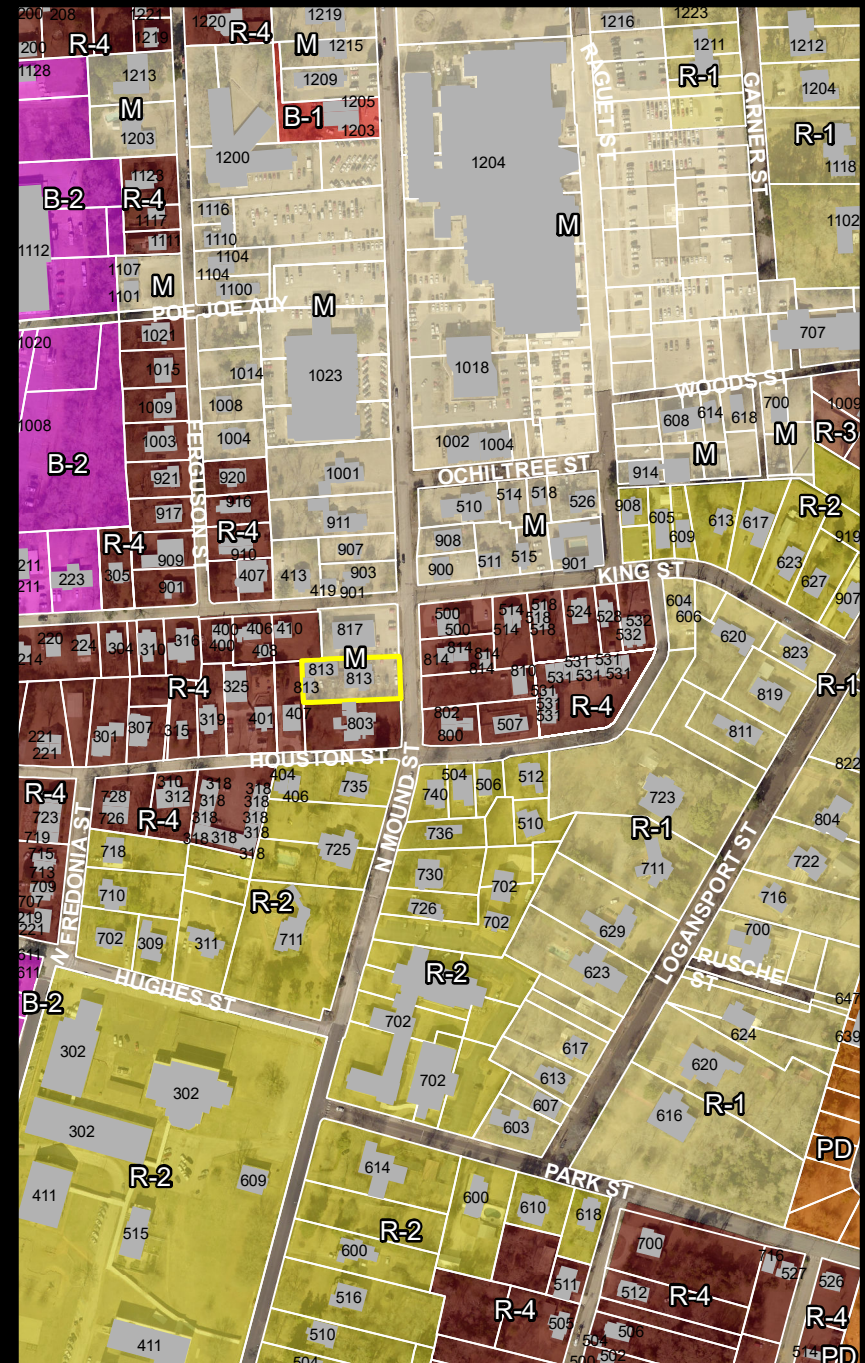
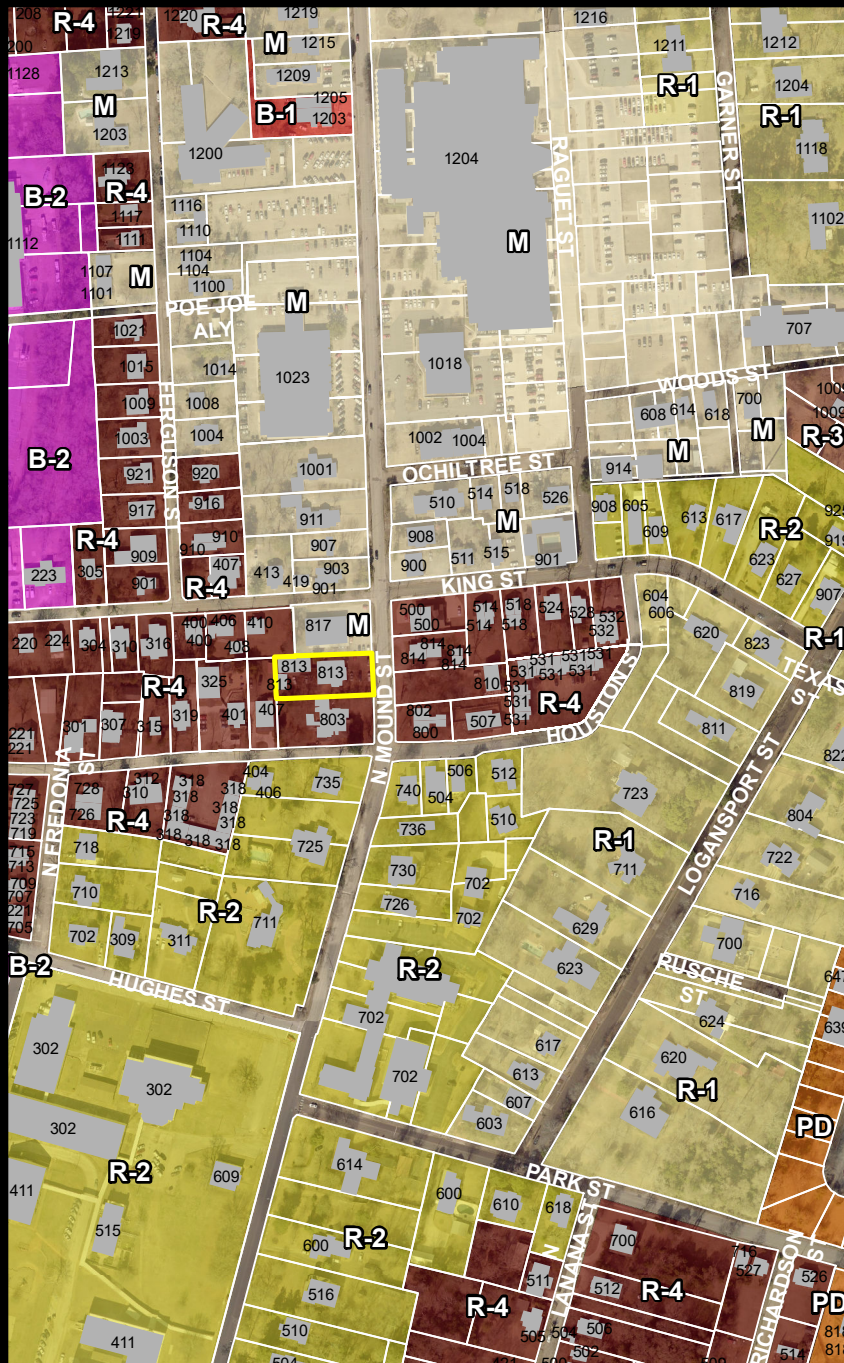
Date Created: June 22, 2021 Software: ArcGIS 10.8.1



Existing Zoning

ZON 2021-05

Proposed Zoning



Notice: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Date Created: June 22, 2021 Software: ArcGIS 10.8.1

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ZON 2021-05

Legend

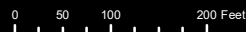
- Proposed Zone Change
- Adopted Future Land Use
 - Central City Mixed Use
 - Commercial
 - Industrial
 - Multi-Family Residential
 - Not Yet Coded
 - Parks and Recreation
 - Public
 - Rural Development
 - Single Family Residential

Commercial

Central City Mixed Use

STREETS: FERGUSON ST, KING ST, HOUSTON ST, N FREDONIA ST, HUGHES ST, N MOUND ST, RAGUET ST, WOODS ST, OCHILTREE ST, LOGANSPOUT ST, RUSCHE ST.

LOTS: Numerous lots are labeled with numbers and codes, such as LT 43 BK 45, LT 44-A BK 45, LT 44-B BK 45, LT 16 BK 45, LT 15 BK 45, LT 14 BK 45, LT 13 BK 45, LT 12 BK 45, LT 11 BK 40, LT 10 BK 40, LT 9 BK 40, LT 8 BK 40, LT 7 BK 45, LT 6 BK 45, LT 5 BK 45, LT 4 BK 45, LT 3 BK 45, LT 2 BK 45, LT 1 BK 45, LT 50-A BK 45, LT 50-B BK 45, LT 51-A BK 45, LT 51-B BK 45, LT 52-A BK 45, LT 52-B BK 45, LT 52-C BK 45, LT 52-D BK 45, LT 53-A BK 45, LT 53-B BK 45, LT 53-C BK 45, LT 53-D BK 45, LT 54-A BK 45, LT 54-B BK 45, LT 54-C BK 45, LT 54-D BK 45, LT 55-A BK 45, LT 55-B BK 45, LT 55-C BK 45, LT 55-D BK 45, LT 56 BK 45, LT 57-A BK 45, LT 57-B BK 45, LT 57-C BK 45, LT 57-D BK 45, LT 58-A BK 45, LT 58-B BK 45, LT 58-C BK 45, LT 58-D BK 45, LT 59-A BK 45, LT 59-B BK 45, LT 59-C BK 45, LT 59-D BK 45, LT 60-A BK 45, LT 60-B BK 45, LT 60-C BK 45, LT 60-D BK 45, LT 61-A BK 45, LT 61-B BK 45, LT 61-C BK 45, LT 61-D BK 45, LT 62-A BK 45, LT 62-B BK 45, LT 62-C BK 45, LT 62-D BK 45, LT 63-A BK 45, LT 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Nacogdoches
the oldest town in Texas
Engineering Department

200 Foot Notification Map

Legend



200 Foot Buffer



Proposed Zone Change



Commercial



Multi-Family



Duplex

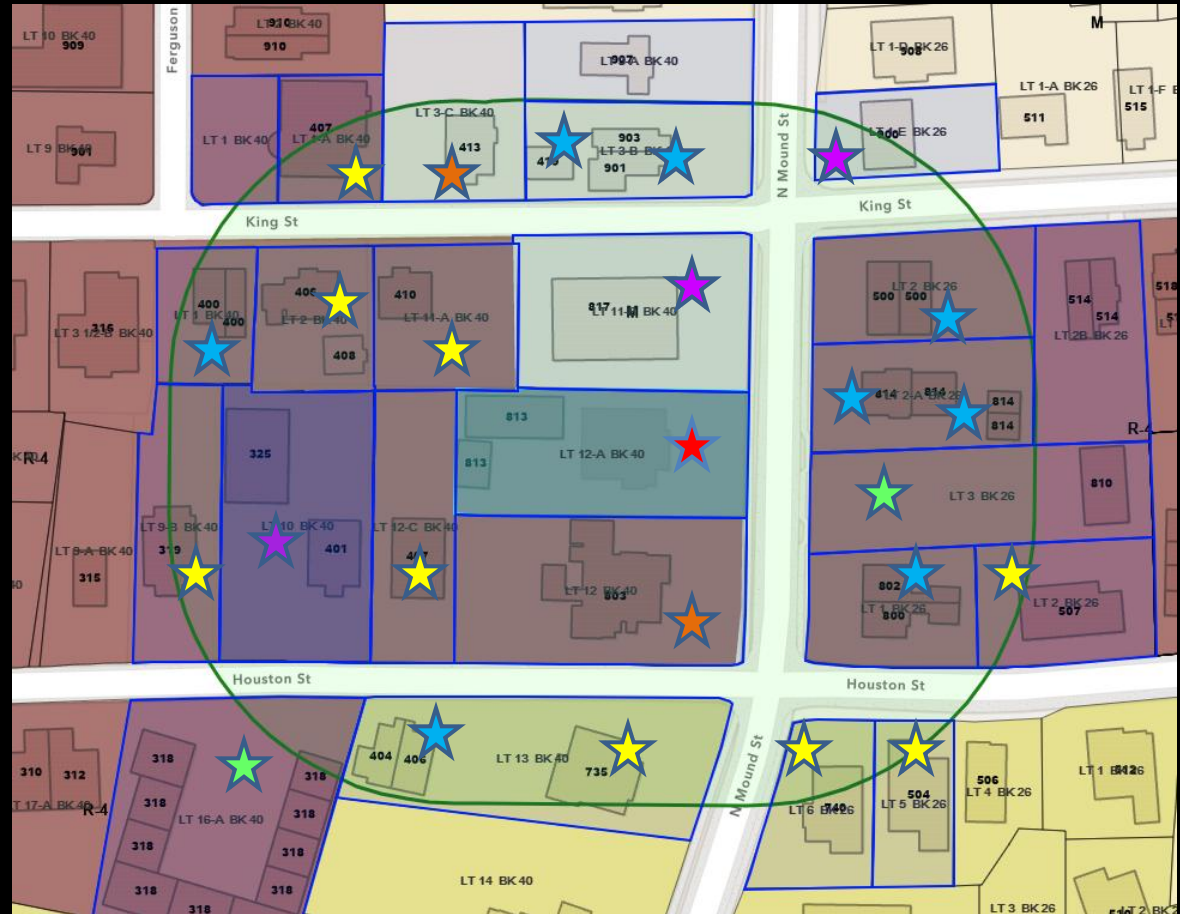


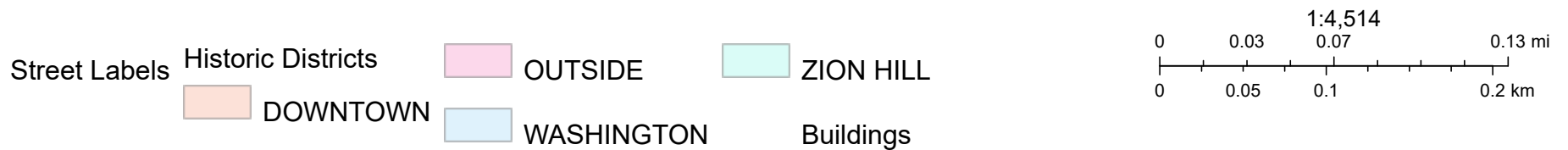
Single Family-Owner Occupied



Single Family-Owner Occupied

ZON2021-05: 813 N. Mound St.





A photograph of a residential property. In the foreground, a white pickup truck is parked on the left, and a blue pickup truck is parked on the right. A dark wooden barn is in the center background. A sign in the foreground reads "NAC ONZONEX INC. Notice of Zoning Action App. # 2018-001". The sign also includes the text "NAC ONZONEX INC. 10000 N. 100th St. Suite 100, Omaha, NE 68164" and "NAC ONZONEX INC. 10000 N. 100th St. Suite 100, Omaha, NE 68164". The property is surrounded by trees and a clear blue sky.





Chafin, Alaina <chafina@nactx.us>

FW: Mound St rezoning

From: Shannon McClellan [REDACTED]**Date:** July 7, 2021 at 4:36:09 PM CDT**To:** mizej@nactx.us**Subject:** Mound St rezoning

Jimmy,

As a friend, and as a property owner, I am writing to you asking that the property next to Hettie Legg remain a residential zone. As a property owner on Mound Street, we want our area to stay as commercial free as possible. The kinds of businesses that can result if this property were to be changed to medical zoning are not what we need close to our beautiful historical district.

Thank you for all that you do for our community and I pray that you will thoughtfully consider this request.

Best regards,

Shannon and Mike McClellan

[725 N. Mound St.](#)

[REDACTED]

Sent from my iPhone



Chafin, Alaina <chafina@nactx.us>

813 N Mound

Philip Blackburn <[REDACTED]>
To: chafina@ci.nacogdoches.tx.us

Mon, Jul 12, 2021 at 2:39 PM

Hello Alaina,

I'd like to protest against the rezoning of [813 N Mound Street](#). I'm part owner of the property at [814 N Mound Street](#). I'm the "P" of the JBPM Properties LLC. Is this email enough to sastify a written protest?

Thanks again,

Philip

Philip Blackburn
[819 Logansport St.](#)
[REDACTED]
[REDACTED]
[REDACTED]



Chafin, Alaina <chafina@nactx.us>

Withdraw request

Robin Miller <rmiller@hettielegg.com>
To: chafina@ci.nacogdoches.tx.us

Mon, Jul 12, 2021 at 12:54 PM

Good afternoon, the purpose of this email is to formally withdraw the request for rezoning [813 N Mound](#) from R4 to Medical and to request a Planning and Development District so that we may address any concerns of the community.

Respectfully.

--

Robin Miller



Hettie Legg & Associates
SPEECH LANGUAGE PATHOLOGY

[817 N Mound St](#)
[Nacogdoches, TX 75961](#)
936.564.6907

<http://www.hettielegg.com>

PRESENTER: Kathleen Belanger, Council Member

ITEM/SUBJECT: Public Hearing: Consider a resolution directing City staff to file an application under Code of Ordinance 118-137(c)(1) to amend the boundaries of a zoning district within the City of Nacogdoches from R-4 Multi-Family to R-2 Single Family, for Lot 12 City Block 41 located at 1102 Logansport Street which was previously considered by the City Council at the request of R.J. Bohac, on August 18, 2020. (Council Member - Northeast Ward) **(COUNCIL MEMBER BELANGER IS REQUESTING A CONTINUATION OR POSTPONEMENT TO A DATE CERTAIN.)**

SUMMARY/BACKGROUND: Planning and Zoning Case File ZON2020-06 was presented to City Council in a Public Hearing on August 18, 2020 to consider amending the boundaries of a zoning district from R-2 Single Family to R-4 Multi-Family for property located at 1102 Logansport Street. City Council unanimously voted to approve the item.

Since August 2020 citizens have expressed their opposition to the rezoning and have requested City Council to reconsider the rezoning.

At the request of Council Member Kathleen Belanger the item is being placed on the agenda. City Council will hear a presentation from citizens who are requesting that 1102 Logansport Street be zoned back to R-1 Single Family. The City Council may also be hearing from Mr. Bohac regarding the property at 1102 Logansport Street.

NOTE: Council Member Belanger has requested that this item be postponed and/or continued to a future date when the full City Council can be in attendance.

FINANCIAL:

No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Neighborhood Revitalization and Attainable Housing

CITY CONTACT: Mario Canizares, City Manager
canizaresm@nactx.us
936-559-2501

ATTACHMENTS: 1. Resolution

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO. 1275-07-21**

A RESOLUTION DIRECTING CITY STAFF TO FILE AN APPLICATION UNDER CODE OF ORDINANCE 118-137(C)(1) TO AMEND THE BOUNDARIES OF A ZONING DISTRICT WITHIN THE CITY OF NACOGDOCHES FROM R-4 MULTI-FAMILY TO R-2 SINGLE FAMILY, FOR LOT 12 CITY BLOCK 41 LOCATED AT 1102 LOGANSPOUT STREET WHICH WAS PREVIOUSLY CONSIDERED BY THE CITY COUNCIL AT THE REQUEST OF R.J. BOHAC, ON AUGUST 18, 2020.

WHEREAS, the City Council of the City of Nacogdoches seeks to promote orderly development of real property and neighborhoods within the City Limits, and

WHEREAS, the Zoning Ordinance of the City of Nacogdoches allows the City Council to initiate a zoning map amendment; and

WHEREAS, Council Member Belanger requested City Council to consider the zoning map amendment for the property described herein,

WHEREAS, the City has published notice of a hearing on the request on June 20, 2021 in the Nacogdoches Daily Sentinel; and

WHEREAS, the City Council has conducted a public hearing on the request; and

WHEREAS, the City Council now deems it appropriate to initiate the process for amending the zoning classification for the referenced property.

NOW, THEREFORE, be it resolved by the City Council of the City of Nacogdoches, Texas that:

1. The City Manager is directed to file an application pursuant to application under Code of Ordinance 118-137(c)(1) to amend the boundaries of a zoning district within the City of Nacogdoches from R-4 multi-family to R-2 single family, for Lot 12 City Block 41 located at 1102 Logansport street.

PASSED AND APPROVED, this the ____ day of _____, 2021, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
JIMMY MIZE, Mayor

ATTEST:

APPROVED AS TO FORM:

Jan Vinson, City Secretary

Steven Kirkland, City Attorney



City Council Meeting

Date: July 20, 2021

Agenda Item: 7.D.

PRESENTER: Mario Canizares, City Manager

ITEM/SUBJECT: Have a discussion and provide direction regarding the development of an Inclusion and Diversity Program for the City of Nacogdoches. (Council Member - Northwest Ward and City Manager)

SUMMARY/BACKGROUND: Mayor Mize, Council Member Fischer, and City Manager Canizares recently met to discuss opportunities where the City could improve to become more inclusive and engage our residents more effectively regarding all city services. It was suggested that the group meet with SFASU's Chief Diversity Officer, Dr. Michara DeLaney-Fields to learn what the University has done regarding these efforts for their students, faculty, and staff.

In early July, the City team met with Dr. DeLaney-Fields and was able to obtain insight into the University's efforts. Dr. DeLaney-Fields suggested that if a program is going to be successful there has to be intentionality behind it, there has to be support at all levels of the organization, and there has to be resources set aside for the program.

At the July 20, City Council Meeting, Council Member Fischer will provide an overview of the program. Council Member Fischer is requesting that City Council discuss it and provide direction to staff on establishing a program given that the City is currently in the budget process for fiscal years 2021-2022.

FINANCIAL:

No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Community Engagement/Diverse Environment and Economic Development

CITY CONTACT: Mario Canizares, City Manager
canizaresm@nactx.us
936-559-2501

ATTACHMENTS: 1. Overview for Session 7.20.21

Proposal for City of Nacogdoches Inclusion and Diversity Program

Issue presented:

- For many of us, Nacogdoches is the most wonderful town. We feel welcome, engaged, safe, and at-home. If we have a problem, we know where to go to get it addressed. And we know we will be listened to. But that isn't the case for everyone.
- There are community members who do not feel welcome here, who do not feel safe coming to city government about problems with city services, who feel they will not be listened to, and who do not participate in this community because they do not feel valued.
- We have an opportunity to do something about that, but an issue like this doesn't resolve itself. It requires thoughtful, intentional action.

Objectives:

- To play an active, intentional role in making our city government and community a welcoming place for **all**, including residents, visitors, and SFA students;
- To identify and remove barriers to community engagement;
- To develop a strategic action plan to address inclusion and diversity in our community;
- To build trust and relationships in traditionally underserved and underrepresented communities;
- To empower residents to participate in city government; and
- To provide a safe space where residents can offer feedback to city government regarding city services and larger community issues.

Immediate ask:

- For City Council to consider through the fiscal year 2021-22 budget process the creation of an inclusion and diversity program. This could include the hiring of a staff member and allocating resources to provide recommendations on how to move our community forward.



City Council Meeting

Date: July 20, 2021

Agenda Item: 8.A.

PRESENTER: Larissa Philpot, Economic Development Director

ITEM/SUBJECT: Deliberation regarding Economic Development negotiations under Government Code Section 551.087 as follows:

1. Discuss or deliberate regarding commercial or financial information the City has received from business projects the City body seeks to have locate in the City of Nacogdoches and with which the City is conducting economic development negotiations; and
2. Deliberate offer of financial or other incentive to business prospects described by Subdivision 1 above.

SUMMARY/BACKGROUND:

FINANCIAL:

No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Economic Development

CITY CONTACT: Larissa Philpot, Economic Development Director
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936-559-1255

ATTACHMENTS: