

LOUIS R. RIGBY
Mayor
JOHN ZEMANEK
Councilmember At Large A
DOTTIE KAMINSKI
Councilmember At Large B
DANNY EARP
Mayor Pro-Tem
Councilmember District 1



CHUCK ENGELKEN
Councilmember District 2
DARYL LEONARD
Councilmember District 3
KRISTIN MARTIN
Councilmember District 4
JAY MARTIN
Councilmember District 5
MIKE CLAUSEN
Councilmember District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a Regular Meeting of the La Porte City Council to be held November 14, 2016, beginning at 6:00 PM in the City Hall Council Chambers, 604 W. Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

- 1. CALL TO ORDER**
- 2. INVOCATION** – The invocation will be given by Joshua Ojeda, Fairmont Park Church.
- 3. PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance will be led by Councilmember Kristin Martin.
- 4. PRESENTATIONS, PROCLAMATIONS, and RECOGNITIONS**
 - (a) Recognition - 2016 City University Participants - Mayor Rigby
 - (b) Proclamation - Tony Constanzo Day - Mayor Rigby
 - (c) Recognition - Employees of the Third Quarter (2016) - Rachel Gomez and Trudy Rayburn - City of La Porte Emergency Medical Services (EMS) Department - Mayor Rigby
- 5. PUBLIC COMMENTS** (Limited to five minutes per person.)
- 6. CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*
 - (a) Consider approval or other action regarding minutes of the meeting held on October 24, 2016 - P. Fogarty
 - (b) Consider approval or other action to ratify Mayor Rigby's appointment of James Edwards to the Harris-Galveston Subsidence District for a two-year term ending January 31, 2019 - P. Fogarty
 - (c) Consider approval or other action authorizing the Mayor to execute an Interlocal Agreement with Harris County to construct sidewalk, drainage and traffic control improvements along Park Drive from S. Blackwell to Fairmont Parkway - S. Valiante
 - (d) Consider approval or other action authorizing the Mayor to execute an Interlocal Agreement with Harris County to construct a sidewalk along Park Drive from S. Lobit to San Jacinto Street. - S. Valiante
 - (e) Consider approval or other action awarding bid for vehicle and equipment replacements for Fiscal Year 2016-17 - S. Valiante
 - (f) Consider approval or other action regarding the purchase of playground equipment in the amount of \$52,949.52 from GameTime, for Lomax Park and Tom Brown Park - R. Epting

- (g) Consider approval or other action authorizing the purchase of medical treatment devices in the amount of \$57,603.33 from Physio-Control, Inc. - R. Nolen
- (h) Consider approval or other action regarding the purchase of computers through PCMG (PCMall Gov) utilizing Buy Board Contract 498-15) - R. Valdez
- (i) Consider approval or other action to roll over requested encumbrance from La Porte Fiscal Year 2016 Budget to La Porte Fiscal Year 2017 Budget - M. Dolby
- (j) Consider approval or other action accepting the Fiscal Year 2016 audit/asset forfeiture report and associated financial records as required by Chapter 59 of the Texas Code of Criminal Procedure -K. Adcox

7. AUTHORIZATIONS

- (a) Consider approval or other action regarding recommendation of City Staff and the Chapter 172 Employee Retiree Insurance and Benefits Committee for award of bid proposal to vendors for Medical; Pharmacy; Stop Loss; Medicare and Vision benefits plans - M. Hartleib
- (b) Consider approval or other action regarding vendor service contract for mowing of City - maintained properties - R. Epting

8. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding design of the elevated storage tank artwork on 4th Street and Main Street - S. Valiante
- (b) Discussion and possible action regarding City of La Porte Parks and Recreation Department Operational Analysis - R. Epting
- (c) Discussion and possible action regarding future operations of the La Porte Boys Baseball Association - C. Alexander

9. REPORTS

- (a) Receive report of Fiscal Affairs Committee - Councilmember Engelken

10. ADMINISTRATIVE REPORTS

- Thanksgiving Holidays, Thursday, November 24, 2016 and Friday, November 25, 2016
- La Porte Development Corporation Board Meeting, Monday, December 12, 2016
- City Council Meeting, Monday December 12, 2016
- Christmas Holidays, Friday, December 23, 2016 and Monday, December 26, 2016

- 11. **COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of communitymembers, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies – Councilmembers K. Martin, Kaminski, Zemanek, Leonard, Engelken, Earp, Clausen, J. Martin and Mayor Rigby.

12. ADJOURN

The City Council reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code (the Texas open meetings laws).

In compliance with the Americans with Disabilities Act, the City of La Porte will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meeting. Please contact Patrice Fogarty, City Secretary, at 281.470.5019.

CERTIFICATION

I certify that a copy of the November 14, 2016 , agenda of items to be considered by the City Council was posted on the City Hall bulletin board on November 8, 2016.

Patrice Sogarty



**Council Agenda Item
November 14, 2016**

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5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

City University Participant Recognition

In September 2016, the City began its second City University class. Sixteen citizens signed up for the class and met every Thursday for eleven weeks so that they could learn what it's like to keep a City of approximately 35,000 running smoothly on a daily basis. This unique opportunity gave participants hands on interaction with key City Staff, tours of City facilities, a closer look at the services the City provides, and a chance to ask questions about operations. The class of 2016 provided the City with citizen input and has shown our employees that we have great leaders who can help influence the direction the City takes in the future by serving on boards and commissions. We congratulate all of you for completing the course and look forward to working with you in the future.

At this time I would like to recognize the following City University graduates:

Dan Parker
Aubry Sartori
Peggy Daigle
Bonnie Schoellkopf
John Blakemore
Nancy Blakemore
Anne Deines
Chuck Rosa
Jane Rosa
Samantha Rosa
Paula Wohoutka
Richard Nguyen
Jessica Nelson
John Baker
Rebecca Himes
Byron Cook

Office of the Mayor



Proclamation

WHEREAS, on September 30 - October 1, 2016, Tony Constanzo performed a superhuman feat of endurance by running 24 hours on a treadmill while wearing 50 lbs. of full firefighting gear, to raise awareness and funds for the Footsteps For the Fallen Scholarship Program. Footsteps For The Fallen is a non-profit organization that honors the memory of Texas Firefighters who lost their lives on duty by providing scholarships for children of Texas Firefighters and EMS First Responders; and

WHEREAS, Tony Constanzo is Founder and President of Footsteps For The Fallen. He is also a City of La Porte employee of 28 years, a professional firefighter of 32 years, a husband and a father; and

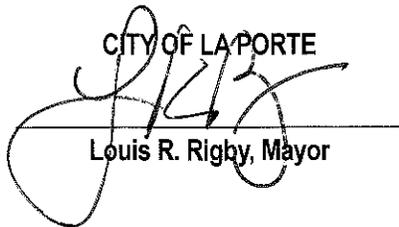
WHEREAS, this 24-hour run is not the first feat of endurance Tony Constanzo has performed. From October 1 - 11, 2015, he completed the 439 Mile Honor Run that took him by at least 8 different firefighter memorials along the way. As an endurance athlete, he has accomplished three 100-mile finishes, as well as numerous 50-mile and shorter distance finishes. Footsteps For The Fallen also puts on a number of other events throughout the year, and among these are an auction, volunteer opportunities and virtual runs; and

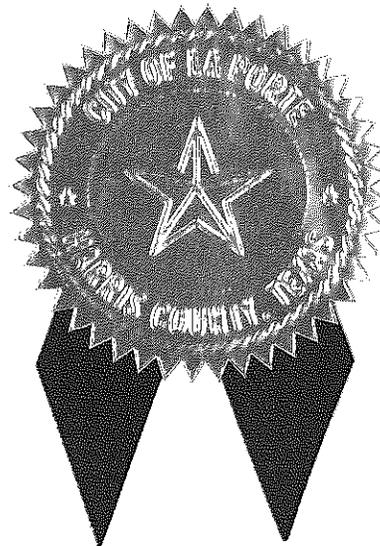
WHEREAS, by honoring these fallen heroes and through his service as a firefighter, Tony Constanzo is a hero, himself, and a treasure to the La Porte community;

NOW, THEREFORE, I, Louis R. Rigby, Mayor, along with members of the La Porte City Council do proudly proclaim Monday, November 14, 2016, as

“Tony Constanzo Day”

IN WITNESS THEREOF, I have hereto set my hand and caused the Seal of the City to be affixed hereto, this the 14th day of November, 2016.

CITY OF LA PORTE

Louis R. Rigby, Mayor



Employees of the 3rd Quarter – 2016 Rachel Gomez and Trudy Rayburn - EMS

Rachel Gomez and Trudy Rayburn both currently serve the La Porte community as Lieutenants in the Emergency Medical Services division. Rachel joined the La Porte team in January of 2000 and Trudy in March of 2009. Both employees perform their daily jobs with high levels of professionalism and dedication. They lead their respective shifts by example with their positive attitudes and their care for patients. They continually seek better ways to serve the community and represent the City well.

In the month of July, these two employees teamed up for a kid friendly food drive benefitting The Bridge Over Troubled Waters, an agency dedicated to offering support for victims of domestic violence. They had brochures printed, placed food drop boxes in several city buildings, and did a food drive at Kroger where they filled the back of an ambulance with donations. In total, their efforts collected over 1,700 pounds of food. The Bridge was very grateful for the support received from the community, and specifically for the organization and leadership given by Rachel and Trudy.

For their ongoing service, their high levels of performance, and their initiative to go above and beyond to provide support through this food drive, please join me in recognizing Rachel Gomez and Trudy Rayburn as the Employees of the Quarter.



Council Agenda Item November 14, 2016

6. CONSENT AGENDA

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MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LA PORTE OCTOBER 24, 2016

The City Council of the City of La Porte met in a regular meeting on **Monday, October 24, 2016**, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at **6:00 p.m.** to consider the following items of business:

1. Mayor Rigby called the meeting to order at 6:00 p.m. Members of Council present: Councilmembers Engelken, J. Martin, K. Martin, Zemanek, Clausen, and Kaminski. Absent: Councilmembers Earp and Leonard. Also present were City Secretary Patrice Fogarty, City Manager Corby Alexander, and Assistant City Attorney Clark Askins.

2. **INVOCATION** – The invocation was given by Assistant City Attorney Clark Askins.

3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Councilmember Jay Martin.

4. **PRESENTATIONS, PROCLAMATIONS and RECOGNITIONS**

(a) Proclamation – Municipal Court Week – Mayor Rigby

Mayor Rigby presented a proclamation to Municipal Court for Municipal Court Week.

(b) Recognition – The City of La Porte 2016 Achievement of Excellence in Procurement Award – Mayor Rigby

Mayor Rigby recognized the Finance Department for receiving the 2016 Achievement of Excellence in Procurement Award.

(c) Recognition – The City of La Porte Government Finance Officers Association Distinguished Budget Presentation Award for Fiscal Year 2015 – Mayor Rigby

Mayor Rigby recognized the Finance Department for receiving the Government Finance Officers Association Distinguished Budget Presentation Award for Fiscal Year 2015.

(d) Recognition – The City of La Porte Certificate of Achievement for excellence in Financial Reporting for Fiscal Year 2015 – Mayor Rigby

Mayor Rigby recognized the Finance Department for receiving the Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2015.

(e) Recognition – City of La Porte Outstanding Achievement in Popular Annual Financial Reporting for Fiscal Year 2015 – Mayor Rigby

Mayor Rigby recognized the Finance Department for receiving the Outstanding Achievement in Popular Annual Financial Reporting for Fiscal Year 2015.

- (f) Recognition – City of La Porte Traditional Finance Star and the Contract and Procurement Star – Mayor Rigby

Mayor Rigby recognized the Finance Department for receiving the Traditional Finance Star and the Contract and Procurement Star.

5. **PUBLIC COMMENTS** (Limited to five minutes per person.)

Courtney Dodge, 201 S. Virginia, addressed Council and advised the Mayor she has been trying to schedule a meeting with him and has not been successful.

6. **CONSENT AGENDA** *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*

- (a) Consider approval or other action regarding minutes of meeting held on October 10, 2016 – P. Fogarty
- (b) Consider approval or other action regarding a Resolution appointing one representative and one alternate to the H-GAC 2017 General Assembly and Board of Directors – P. Fogarty
- (c) Consider approval or other action regarding approval of proposed settlement agreement to resolve pending litigation: USOR Site Group PRP v. Texas A&M Contractors – C. Alexander
- (d) Consider approval or other action regarding the purchase of vehicles by the La Porte Fire Control, Prevention and Emergency Medical Services District – R. Nolen
- (e) Consider approval or other action regarding purchase of fleet equipment from CAP Fleet Outfitters under Texas Buy Board Contract 430-13 – K. Adcox
- (f) Consider approval or other action awarding Bid # 16024 for Re-Bid of Parks Mowing – R. Epting

Regarding Item F, Mayor Rigby advised the item is being removed for consideration by City Manager Corby Alexander.

Councilmember Engelken made a motion to approve the Consent Agenda items pursuant to staff recommendations. Councilmember K. Martin seconded the motion. **MOTION PASSED UNANIMOUSLY 7/0. Councilmembers Earp and Leonard were absent.**

7. **AUTHORIZATIONS**

- (a) Consider approval or other action adopting an Ordinance establishing Drug Free Zones and adopting a map illustrating the Drug Free Zone perimeters – K. Adcox

Police Chief Ken Adcox presented a summary.

Councilmember Engelken made a motion to adopt an Ordinance establishing Drug Free Zones and adopting a map illustrating the Drug Free Zone perimeters. Councilmember J. Martin seconded the motion. **MOTION PASSED UNANIMOUSLY 7/0. Councilmembers Earp and Leonard were absent.**

Prior to council action, Assistant City Attorney Clark Askins read the caption of **Ordinance 2016-3657: AN ORDINANCE OF THE CITY OF LA PORTE, TEXAS APPROVING A MAP AS THE OFFICIAL RECORD OF THE LOCATION AND BOUNDARIES OF DRUG-FREE ZONES WITHIN THE CITY LIMITS IN ORDER TO AID CRIMINAL PROSECUTION IN ENHANCEMENT OF CRIMINAL PENALTIES FOR UNLAWFUL DRUG ACTIVITIES IN THESE ZONES; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.**

8. DISCUSSION AND POSSIBLE ACTION

- (a) Discussion and possible action regarding construction of the Wharton Weems Blvd entryway monument. – T. Leach

Assistant City Manager Traci Leach presented a summary.

Councilmember J. Martin made a motion to review the two options on a rebid and come back to a future meeting with a recommendation. Councilmember Engelken seconded the motion. **MOTION PASSED UNANIMOUSLY 7/0. Councilmembers Earp and Leonard were absent.**

9. REPORTS

- (a) Receive report of La Porte Development Corporation Board – Councilmember Engelken

Councilmember Engelken provided a report of the La Porte Development Corporation Board meeting held prior to the City Council Meeting.

- (b) Receive report regarding City of La Porte insurance coverage proposals – M. Hartleib

Human Resources Manager Matt Hartleib introduced Consultants with IPS, Brent Weeger and John Heerwagen. Mr. Heerwagen provided an update report on the proposal process.

10. ADMINISTRATIVE REPORTS

City Manager Corby Alexander reported that Public Works Director Sharon Valiante will be leaving the City of La Porte.

- 11. COUNCIL COMMENTS** regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information.

Councilmember J. Martin commented he hates to see Public Works Director Sharon Valiante leave the City of La Porte and thanked her for her services; thanked Police Chief Ken Adcox for the ordinance for Drug-Free Zones and thanked the Parks and Recreation Department for Fright Night; Councilmember K. Martin commented she hates to see Public Works Director Sharon Valiante leave the City of La Porte and thanked Municipal Court and the Finance Department for their hard work; Councilmember Kaminski congratulated Municipal Court and the Finance Department; commented she will miss Public Works Director Sharon Valiante and advised Parks and Recreation Director Roslyn Epting she has received good comments on the activities for Fright Night; thanked Police Chief Ken Adcox for the ordinance for Drug-Free Zones and sent prayers out to Councilmember Earp and his family; Councilmember Zemanek congratulated Municipal Court and the Finance Department; thanked Public Works Director Sharon Valiante for her services and asked everyone to pray for Councilmember Earp and encouraged everyone to go out and vote in the election; Councilmember Engelken congratulated Municipal Court and the Finance Department; wished Public Works Director Sharon Valiante well in her future endeavors; commented he appreciates the ordinance for Drug-Free Zones and commented he was surprised the water tank in Fairmont Parks was in the Houston Chronicle and came in fourth place; Councilmember Clausen wished Public Works Director Sharon Valiante good luck; congratulated Municipal Court and the Finance Department and commented Councilmember Earp will be in his prayers; and Mayor Rigby thanked Municipal Court and the Finance Department for their hard work.

12. **ADJOURN** - There being no further business, Councilmember Engelken made a motion to adjourn the meeting at 6:55 p.m. Councilmember Clausen seconded the motion. **MOTION PASSED UNANIMOUSLY 7/0. Councilmembers Earp and Leonard were absent.**

Patrice Fogarty, City Secretary

Passed and approved on November 14, 2016.

Mayor Louis R. Rigby

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: November 14, 2016 Appropriation
Requested By: Patrice Fogarty Source of Funds: _____
Department: City Secretary's Office Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: Amount Requested: _____
Budgeted Item: YES NO

Attachments :

SUMMARY & RECOMMENDATIONS

James Edwards is a board member of the Harris-Galveston Subsidence District, and his current term will expire on January 31, 2017. The mayors of the cities of Deer Park, Galena Park, La Porte, Nassau Bay, Seabrook, and the President of the Clear Lake City Water Authority make this appointment.

Mr. Edwards seeks reappointment, and Mayor Rigby is in favor of reappointing him.

Action Required of Council:

Consider approval or other action to ratify Mayor Rigby's appointment of James Edwards to the Harris-Galveston Subsidence District for a two-year term ending January 31, 2019, and authorize the City Secretary to send a notice letter to the Subsidence District.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>November 14, 2016</u>
Requested By: <u>Sharon Valiante</u>
Department: <u>Public Works</u>
Report: <input checked="" type="checkbox"/> Resolution: <input type="checkbox"/> Ordinance: <input type="checkbox"/>

<u>Budget</u>
Source of Funds: <u>Harris County</u>
Grant Amount: <u>\$150,000</u>
Account Number: _____
Budgeted Item: YES NO

Exhibits: Interlocal Agreement

Exhibits: Project Map

Exhibits: ~~Construction Estimate~~

SUMMARY & RECOMMENDATION

Sidewalk networks are an integral part of the multi-modal system within a City to get people from point A to point B in a safe and pedestrian friendly manner. Park Dr. from S. Blackwell to Fairmont Parkway, which serves as a direct route for residents walking to and from the La Porte High School and the Seabreeze Park area, currently has no comprehensive, integrated and connected sidewalk network. Staff recognized the need and analyzed the area to develop a conceptual layout that would address the need. To facilitate this project, staff reached out to Harris County (County) through the County's Safe Route to School Program and received a commitment from Harris County Commissioner Morman's office to provide a maximum of \$150,000 to help fund the Project. The Program facilitates the construction of sidewalks to and from, and in the area near schools.

To use the program funding it is necessary to enter to an Interlocal Agreement (ILA) that establishes the project scope and responsibilities of the parties involved. The ILA commits the City to design and construction of the project and to assume the maintenance of the project once completed. The County commits to providing the funding amount not to exceed \$150,000 within 45 days of construction award.

The project design is at 100% and under review by Harris County and Harris County Community Services. The project scope is a 5-foot wide concrete sidewalk from S. Blackwell to Fairmont Parkway, with ADA compliant ramps, pavement markings, and signage. The current preliminary construction estimate is \$418,000. (Additional project funding was committed thru the FY 16 CIP with \$285,600 expected from a Harris County Transit Authority Grant – ILA pending Council approval on companion item on this agenda.)

Action Required by Council:

Consider approval or other action authorizing the Mayor to execute, and the City Secretary to attest, an Interlocal Agreement with Harris County for the County to provide a maximum of \$150,000 thru the Safe Routes to School Program to help construct a sidewalk network along Park Dr. from S. Blackwell to Fairmont Parkway.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is entered into by and between **Harris County** (“County”) and **City of La Porte, Texas** (“City”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001, *et seq.* County and City may each be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

Whereas, City intends to construct sidewalk, drainage, and traffic control improvements (“Improvements”) along Park Street, a County-maintained street right-of-way, from South Blackwell Street to Fairmont Parkway (“Project”);

Whereas, City will be responsible for design and construction of the Project and will maintain the Improvements in perpetuity;

Whereas, it is to the mutual benefit of the County and the City to construct the Project, in furtherance of the County’s “Safe Route to School” program;

Whereas, City is willing to administer the design and construction of the Project, the total cost of which is estimated at \$357,000.00 (“Project Cost”);

Whereas, County will contribute in the fixed amount of \$150,000.00 towards the Project Cost (“Funding Share”);

Whereas, the governing bodies of each Party find that this Agreement is necessary for the benefit of the public and that the performance of this Agreement is in the common interest of both Parties;

Whereas, the governing bodies of each Party have the legal authority to perform and provide the governmental function which is the subject matter of this Agreement;

Whereas, County and City desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the construction of the Project.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

Section 1. Responsibilities of the Parties

A. City’s Responsibilities

- (i) Implementation. Upon execution of this Agreement by the Parties, City will provide for and manage implementation of the Project as defined in the recitals and as illustrated on the Location Map attached hereto as Exhibit A and incorporated herein by reference for all purposes.
- (ii) Design and Engineering. City will provide, or cause to be provided, the design, engineering services, and related support services necessary to prepare the plans,

specifications, and estimates (“PS&E”) for the Project. The PS&E shall be made available to County for review, comment, and approval. Should the County desire to make changes to the design of the Project, the Parties agree to meet and resolve all issues in order to finalize an agreed-upon design for the Project.

- (iii) Construction, Award, Bid, and Administration. City shall also be responsible for the construction of the Project. Upon approval of the PS&E for the Project, City will advertise the Project for bid and administer all phases of the construction contract. City shall award the contract for construction of the Project to the responsible bidder who submits the lowest and best bid, in accordance with the usual and customary procedures of the City, subject to certification of the availability of funds by City, for the Project. It is expressly agreed and understood that the City reserves the right to reject all bids. In such event, the City, in its discretion, may either re-advertise for bids pursuant to the same understanding with regard to rejection of bids or terminate this Agreement as provided for herein. The City's determination of the responsible bidder who submits the lowest and best bid for the Project shall be final and conclusive.
- (iv) Maintenance and Repair. Upon completion of construction of the Project, City shall assume responsibility for the maintenance and repair of the Improvements to the extent and in the same manner as other like facilities within the City. County will not be responsible for the ongoing maintenance or condition of the Improvements.
- (v) Payment. City is responsible for payment of all costs, fees, and/or expenses for the design and construction of the Project, as estimated in the recital above, as same become due.

B. County's Responsibilities

- (i) County Funding Share. County's sole obligation under this Agreement is to contribute the Funding Share. Notwithstanding any other provision of this Agreement, it is expressly understood and agreed that County's expenditures necessary to satisfy its obligations under this agreement are subject to certification of funds by the Harris County Auditor, and the County is not obligated to expend more than the maximum sum of \$150,000.00 to satisfy its obligations under this Agreement, but either Party may at its option make further funds available. County shall not be responsible for the actual construction of the Project or the performance of the work, other than for the contribution of the County's Funding Share as provided herein.
- (ii) County shall continue to be responsible for maintenance and repair of the remainder of the Park Street right-of-way. County shall not be responsible for the maintenance or condition of the Improvements during or after construction of the Project.

Section 2. Funding of the Project

- A. City shall be responsible for payment of all costs, fees, and/or expenses for the design and construction of the Project as same become due, which the City has estimated to be \$357,000.00.
- B. Upon award of a construction contract for construction of the Project, City will provide documentation supporting the amount of the award, and request payment from County for the Funding Share. County will remit the Funding Share to City no later than forty-five (45) days after reimbursement is requested in writing by City.

- C. The Funding Share paid by the County to the City pursuant to this Agreement shall not be used by the City for any purpose other than paying for or reimbursing the City's cost in administering and/or constructing the Project.

Section 3. Right of Entry, Access, and Review

- A. During the construction of the Project, City will have full right of entry and access onto the Park Street right-of-way, as necessary to complete installation of the Improvements. Furthermore, after completion of the Project, County agrees that City will have a perpetual right of entry and access onto the Park Street right-of-way for the purpose of maintaining the Improvements.
- B. During the construction of the Project, County will have the full right of access to the construction site and shall have the right to review all documents, maps, plats, records, photographs, reports or drawings affecting said construction. County shall give notice by telephone to the City prior to any inspection of either the construction site or documents. County may make such changes and amendments to the drawings and specifications within the general scope of the Project as the County Engineer deems necessary or desirable during construction, provided however, County shall not unreasonably interfere with the work in progress.
- C. The County and its authorized representatives shall have the right to review and audit all books, records, vouchers and documents of whatever nature related to City's performance under this Agreement during the period of performance of this agreement and for three (3) years thereafter or for so long as there exists any dispute or litigation arising from this agreement.

Section 4. Maintenance and Repair

- A. Responsibilities of the Parties. As provided for herein, County shall have no responsibility for the condition or maintenance of the Improvements. City agrees to accept full responsibility for the perpetual maintenance and the repair, at no cost to the County, (i) for as long as the Improvements remain in place and the County has not removed Park Street from the County's system of roads and (ii) the Agreement has not been terminated by mutual written agreement and consent of the Parties.
- B. Definition/Meaning of Maintenance and Repair. Maintenance required by the City hereunder shall include, but not be limited to, maintaining the intended function and the aesthetic appearance of the Improvements. It shall also include removing and relocating the Improvements if the County determines that it will be desirable due to changes in applicable regulations, including the Texas Accessibility Standards, and/or planned future improvements to the intersections, such as signalization and/or construction of additional lanes.
- C. Timing of Repair and Interim Safety Measures. City agrees to make necessary repairs to the Improvements as soon as reasonably practicable. Should the deficiencies requiring such repairs endanger the public, City shall implement interim safety measures until it can provide such maintenance and/or make the necessary repairs. However, the County may provide such measures on behalf of the City without prior notice to the City if the County, in its sole discretion, determines that it is necessary to implement interim safety measures until such time as the City can provide its own safety measures. In any event, City agrees to provide necessary maintenance and make necessary repairs within one-hundred and twenty (120) days.
- D. Prevention and Repair of Damage. In performing maintenance and repair work, City shall follow necessary safety measures and shall take measures to prevent damage to persons and property

resulting from the conditions that the City is responsible for repairing and maintaining and resulting from repairs thereto.

- E. Notice of Repair and Maintenance. City shall notify the County in writing before commencement of repair or maintenance work under this Section. If the repair or maintenance is of an emergency nature, such notification may be provided by telephone and confirmed in writing as soon as reasonably practicable thereafter.
- F. Failure to Maintain. If the County believes the City has failed to perform its maintenance or repair duties pursuant to this Agreement, the County shall notify City in writing explaining how the County believes the City has failed to perform its maintenance or repair duties as required by this Agreement and allow the City sixty (60) days to cure any such failure (“Notice to Cure”). If the City has not taken reasonable steps to cure such failure within sixty (60) days of receipt of the Notice to Cure, then the County may, in its sole discretion, alter, reduce, replace, remove, or authorize other changes to the Improvements, at the City’s sole expense, including an administrative cost equal to 10% of the cost.

Section 5. Ownership and Control

Notwithstanding any provision of this Agreement that might be construed to the contrary, the Improvements shall be considered part of the Road and owned by the County. The County may at any time alter or remove such Improvements, if and when the County, in the sole discretion of the County Engineer or the County’s Precinct 2 Road and Bridge Superintendent, determines it interferes with the proper use, safety, or operation of the Roads, or its right-of-way, for road purposes, or is necessary in order to make improvements to the Roads. The County agrees that the City may replace, repair, or reconstruct Improvements altered or removed by the County pursuant to this Section, at the City’s sole cost and expense and subject to approval of plans and specifications by the County. Otherwise, upon complete removal of the Improvements, the City’s maintenance responsibility shall end.

Section 6. Liability of the Parties

Each Party shall be responsible for all claims and liability due to the activities of the Party’s employees, officials, agent or subcontractors arising out of or under this Agreement and which result from any act, error, or omission, intentional tort, intellectual property infringement, or failure to pay a vendor, committed by the Party or its employees, officials, agents, consultants under contract, or any other entity over which it exercises control, to the extent permitted by law.

Section 7. Term and Termination

- A. This Agreement is effective as of the date that it has been approved and executed by all Parties (“Effective Date”) and remains in force and effect (i) for as long as the Improvements remain in place and the County has not removed Park Street from the County’s system of roads and (ii) the Agreement has not been terminated by mutual written agreement and consent of the Parties.
- B. This Agreement may be terminated by mutual written agreement and consent of the City and the County.
- C. If the County permanently removes Park Street from the County’s system of roads for any reason, the City will have no further maintenance responsibility for the Improvements under this Agreement.

Section 8. Miscellaneous

- A. Non-Assignability. No Party shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party hereto.
- B. Notice. Any notice required to be given under this Agreement (“Notice”) shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or City at the following addresses

City: City of La Porte, Texas
604 Fairmont Parkway
La Porte, Texas 77571
Attention: Corby Alexander, City Manager
Email: Alexandera@laportetx.gov

County: Harris County Engineering Department
1001 Preston Avenue, 7th Floor
Houston, Texas 77002-1893
Attention: Interagency Agreement Coordinator
Email: bill.nobles@hcpid.org

Any Notice given hereunder is deemed given upon hand delivery or three (3) days after the date of deposit in the United States Mail.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days’ written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

- C. Effect of Agreement. This Agreement supersedes any and all other discussions, negotiations and representations of any kind and represents the entire Agreement of the Parties concerning the subject herein.
- D. Modifications. Any oral or written representations or modifications concerning this instrument shall not be effective, excepting a subsequent written modification signed by both Parties.
- E. Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- F. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
- G. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of

this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

HARRIS COUNTY

CITY OF LA PORTE, TEXAS

By: _____
Ed Emmett
County Judge

By: _____
[Mayor's Name]
Mayor

APPROVED AS TO FORM:

ATTEST

VINCE RYAN
County Attorney

By: _____
City Secretary

By: _____
James M. Lemond
Assistant County Attorney
CAO File No.: 16GEN1458

APPROVED AS TO FORM:

By: _____
City Attorney, La Porte, Texas

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF LA PORTE, TEXAS FOR THE COUNTY TO CONTRIBUTE FUNDS TO THE CITY’S PROJECT TO CONSTRUCT AND MAINTAIN IMPROVEMENTS TO PARK STREET IN PRECINCT 2 AS PART OF THE COUNTY’S SAFE ROUTE TO SCHOOL PROGRAM

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Gene L. Locke	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Jack Morman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED THAT:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Interlocal Agreement between Harris County and City of La Porte, Texas for the County to contribute funds to the City’s Project to construct and maintain improvements to Park Street in Precinct 2 as part of the County’s Safe Route to School Program.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.



**LOCATION OF SIDEWALK
SAFE ROUTES TO SCHOOL.**



EXHIBIT A

**Park Drive Sidewalk Improvements
100% Cost Estimate**

BASE BID					Engineers Estimate	
ITEM NO.	SPEC NO.	BID ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	AMOUNT
1	-	General Requirements (limit to 5% of total)	LS	1	\$16,000.00	\$16,000.00
2	00562	Preparation of Right of Way	LS	1	\$15,000.00	\$15,000.00
3	00103	Remove Existing Concrete Sidewalk and Curb	SY	18	\$8.00	\$144.00
4	00105	Concrete Sidewalk (6' Wide)	SY	2700	\$50.00	\$135,000.00
5	00105	Concrete Slotted Curb	LF	2980	\$8.00	\$23,840.00
6	00105	Curb Ramp (Type 7)	EA	3	\$1,500.00	\$4,500.00
7	00105	Curb Ramp (Type 12)	EA	1	\$2,000.00	\$2,000.00
8	00109	Concrete Driveway Replacement	EA	7	\$1,800.00	\$12,600.00
9	00340	Asphalt Pavement Repair	SY	250	\$40.00	\$10,000.00
10	00108	Adjust Valve Boxes to Grade	EA	2	\$500.00	\$1,000.00
11	00110	Roadside Ditch Regrading	LF	3500	\$7.50	\$26,250.00
12	00162	Block Sodding (16" Wide Sod)	SY	575	\$4.00	\$2,300.00
13	00164	Hydro-mulch Seeding	SY	13500	\$1.00	\$13,500.00
14	TxDOT 450	Pedestrian Rail	LF	110	\$90.00	\$9,900.00
15	00500	Relocate Existing Mail Boxes	EA	14	\$500.00	\$7,000.00
16	00500	Relocate Existing Roadway Signs	EA	11	\$500.00	\$5,500.00
17	00500	Install Pedestrian Advance Warning Signs	EA	13	\$500.00	\$6,500.00
18	00660	Reflectorized Pavement Markings for Crosswalks and Stop Bars (Type I) (24" White)	LF	1500	\$10.00	\$15,000.00
19	00671	Installation and Maintenance of Traffic Control Devices	LS	1	\$5,000.00	\$5,000.00
20	00501	Tree Protection	LS	1	\$5,000.00	\$5,000.00
21	00560	SWPPP Requirements (Silt Fence, Inlet Protection, Construction Entrances)	LS	1	\$10,000.00	\$10,000.00
22	-	Site Restoration	LS	1	\$10,000.00	\$10,000.00
BASE BID TOTAL						\$336,050.00

ADD. ALTERNATE NO. 1 - RETAINING WALL					Engineers Estimate	
ITEM NO.	SPEC NO.	BID ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	AMOUNT
1	32 32 23	Landscape Block Retaining Wall	SF	750	\$30.00	\$22,500.00
ADD. ALTERNATE NO. 1 TOTAL						\$22,500.00

ADD. ALTERNATE NO. 2 - FILL DITCH BETWEEN IDAHO ST. AND OHIO AVE.					Engineers Estimate	
ITEM NO.	SPEC NO.	BID ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	AMOUNT
1	33 41 15.01	24" HDPE Pipe	LF	95	\$60.00	\$5,700.00
2	00460	24" RCP	LF	70	\$80.00	\$5,600.00
3	00130	Fill Material	CY	430	\$5.00	\$2,150.00
4	00430	Connect Proposed Pipe to Existing Pipe	EA	6	\$500.00	\$3,000.00
5	00430	Area Drain Basins	EA	5	\$1,000.00	\$5,000.00
ADD. ALTERNATE NO. 2 TOTAL						\$21,450.00

CONTINGENCY (10%)						\$38,000.00
PROJECT TOTAL (INCLUDING ALTERNATES)						\$418,000.00

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>November 14, 2016</u>	<u>Budget</u>
Requested By: <u>Sharon Valiante</u>	Source of Funds: <u>Harris County</u>
Department: <u>Public Works</u>	Grant Amount: <u>\$285,600.00</u>
Report: <input checked="" type="checkbox"/> Resolution: <input type="checkbox"/> Ordinance: <input type="checkbox"/>	Account No: _____
Exhibits: <u>Interlocal Agreement</u>	Budgeted Item: YES NO
Exhibits: <u>Sidewalk Layout</u>	
Exhibits: <u>Sidewalk Construction Estimate</u>	

SUMMARY & RECOMMENDATION

Sidewalk networks are an integral part of the multi-modal system within a City to get people from point A to point B in a safe and walk friendly manner. Park Dr. from S. Blackwell to Fairmont Parkway, which serves as a direct route for pedestrians walking to and from the La Porte High School and the Seabreeze Park area currently has no comprehensive, integrated and connected sidewalk network. Staff recognized the need and analyzed the area to come up with a conceptual layout that would address the need. To facilitate this project, staff reached out to Harris County (County) through the Harris County Community Services Department (the Department). The County receives funds from the United States Department of Transportation administered through the Federal Transit Authority (FTA) for the purpose of making resources available to urbanized areas for transit capital and operating assistance. Currently the City and the County have an agreement for Fixed Route Bus services, which provides for construction of bus transit stops within the community. The funding program will allow for City to construct sidewalk improvements that will facilitate the use of the transit stops.

Both the County and the City desire to make these improvements. The project will construct 4,400 LF of sidewalk from S. Lobit Ave to San Jacinto and 23 ADA ramps with pavement markings and appropriate signage.

To use the program funding it is necessary to enter to an Interlocal Agreement (ILA) that establishes the project scope and responsibilities of the parties involved. The ILA commits the City to design and construction of the project, as outlined in Exhibit B of the agreement, and to assume the maintenance of the project once completed. The County commits to providing the funding in the amount of \$285,600. The City's fund match is \$71,400.

The project design is at 100% and under review by Harris County Community Services and Harris County. The project scope is a 5-foot wide concrete sidewalk from S. Blackwell to Fairmont Parkway, with ADA compliant ramps, pavement markings, and signage. The current preliminary construction estimate is \$418,000. (Additional project funding was committed thru the FY 16 CIP with \$150,000 expected from a Harris County Safe Routes to School Program – ILA pending Council approval on companion item on this agenda.)

Action Required by Council:

Authorize the Mayor to execute an Interlocal Agreement with Harris County for the County to provide a maximum of 285,600 thru the FTA Program to help construct a sidewalk network along Park Dr. from S. Lobit Ave to San Jacinto St.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND
THE CITY OF LA PORTE FOR THE SIDEWALK IMPROVEMENTS PROJECT**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement, entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through its governing body and the Harris County Community Services Department (the “Department”), and City of La Porte (“La Porte”), a body politic and corporate under the laws of Texas. The County and La Porte are referred to herein collectively as the "Parties" and individually as a "Party."

I. RECITALS

WHEREAS, the County has received funds from the United States Department of Transportation (USDOT) administered through the Federal Transit Administration (FTA) under the Urbanized Area Formula Program (5307); and

WHEREAS, the primary purpose of the FTA 5307 Grant Program, pursuant to 49 U.S.C. 5307, is to make Federal resources available to urbanized areas for transit capital and operating assistance in urbanized areas and for transportation related planning; and

WHEREAS, the County and La Porte entered into an agreement on or around October 26, 2010 for the provision of Fixed Route Bus services within La Porte which provided that La Porte would construct certain transit stops, but did not provide for sidewalk improvements at such stops; and

WHEREAS, the County and La Porte desire to enter into a separate agreement whereby the County will grant FTA 5307 Grant funds to La Porte for the purpose of installing up to 4,400 linear feet of sidewalk improvements and 23 ADA ramps along Park Drive within the City of La Porte, collectively known as the “Project”, which is an eligible activity under the rules and regulations regarding the FTA 5307 Grant Program; and

WHEREAS, the County wishes to engage La Porte to assist the County in utilizing the FTA 5307 Grant funds; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed between the parties hereto that:

II. SCOPE OF SERVICES

A. Eligible Activities

La Porte shall provide the activities described in **Exhibit A** and shown in **Exhibit G**, attached hereto and incorporated herein for all purposes, in accordance with the provisions of this Agreement and in compliance with the requirements of 49 U.S.C. 5307 and all regulations issued there under.

B. Project Requirements

La Porte shall be responsible for administering the FTA 5307 Grant Project in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. This Agreement may provide only partial funding for this Project.

La Porte certifies and agrees that the activities carried out with funds provided under this Agreement shall meet the requirements of the FTA 5307 Grant Program. La Porte agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet the requirements of the FTA 5307 Grant Program for each activity in each reporting period.

La Porte shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. La Porte shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that the County shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement. At the County's request personnel whose licenses have become invalid or are canceled during the term of the Agreement, will be removed from performing Services under this Agreement.

C. Performance Monitoring

La Porte shall be cooperative with program and financial monitoring visits and/or investigations performed by County staff, the Harris County Auditor, FTA, and/or the United States Office of Inspector General (OIG). Substandard performance as determined by the County and/or FTA will constitute non-compliance and breach of this Agreement. County will notify La Porte in writing of any deficiencies. County's notice will specify the amount of time La Porte has to correct the deficiencies. La Porte's failure to correct substandard performance after being notified by the County will result in further corrective action by the County including, but not limited to, termination of this Agreement, pursuant to the United States Office of Management and Budget (OMB) Super Circular 2 CFR Part 200. Furthermore, La Porte agrees to be cooperative with monitoring and/or investigations performed by FTA and to comply with their findings.

D. General Administration

1. Drawings, Plans, Bid Specifications & Construction Documents

Within two hundred-forty (240) days after the date of the Agreement is executed, La Porte shall

prepare and submit all final drawings, plans, cost estimates and specifications for the Project. La Porte shall be responsible for incorporating into the bid specifications any and all FTA and any and all County requirements, including the “Harris County Community Services Department Construction Policies and Guidelines,” attached as **Exhibit C**.

La Porte shall ensure that the specifications require the Contractor/Subcontractors to furnish adequate Public Liability Insurance and Worker’s Compensation Insurance pursuant to the laws of the State of Texas, and Payment Bond and Performance Bond pursuant to the applicable sections of OMB Super Circular 2 CFR Part 200.

Once approved, the complete set of drawings, plans, cost estimates and specifications shall be incorporated into this Agreement as part of **Exhibit A**.

2. Temporary Project Sign and Workspace

La Porte shall ensure that the specifications include the delivery and installation by contractor of one 4’-0” X 8’-0” temporary project sign pursuant to County requirements. La Porte shall ensure that the cost of the sign is included in all bids. La Porte shall ensure that the specifications require the Contractor to furnish adequate workspace at the construction site for County inspection and monitoring staff, if applicable.

3. Bidding and Selection of Contractor and Subcontractors

La Porte agrees and understands that all contracted and subcontracted construction activity carried out under this Agreement shall be selected and executed pursuant to federal procurement regulations set in OMB Super Circular 2 CFR Part 200 and to County policy and procurement guidelines.

After the County’s written approval of the drawings and specifications as set out above, La Porte shall advertise for and receive bids for the construction of the Project in accordance with approved drawings and specifications which bidding procedure shall be in accordance with this Agreement.

Upon receipt and tabulation of the bids for the Project, La Porte shall determine the lowest and most responsible bidder for the construction of the Project. Within fifteen (15) days after receipt of bids, La Porte shall forward, or cause to forward, to the County, copies of all bids received, copy of all bid bonds, and bid tabulation for the County’s review and approval. The County reserves the right to approve the award of the bid. In the event the lowest and most responsible bid for the construction of the Project is an amount that would result in the total cost of the Project being equal to or less than the sum allocated in the construction line item of the budget, detailed in **Exhibit B** of this Agreement, La Porte shall notify the County of the amount of the lowest and most responsible bid for the Project.

In the event the lowest and most responsible bid for the construction of the Project is an amount in excess of the sum allocated in the construction line item of the budget, detailed in **Exhibit B** of this Agreement, La Porte shall have the following four (4) options:

- a. La Porte shall notify the County of the bid and request in writing additional funds to fund the construction costs to meet the lowest and most responsible bid received by La Porte. If the County approves the use of additional funds to meet the lowest and most responsible bid, then La Porte, upon receipt of such notification, shall proceed to let the contract, incorporating all required provisions, and continue with construction of the Project; or
- b. La Porte shall notify the County of the bid and agree in writing to pay the additional cost of the Project. In the event La Porte agrees in writing to pay the additional costs, then and in that event, La Porte shall proceed to let the contract and continue with the construction of the Project. If La Porte fails to agree in writing to pay said additional costs and the County fails to use contingency funds, then and in that event, La Porte may reject all bids and elect not to proceed with the letting of the contract and terminate the Project without any further obligations to the County; or
- c. La Porte shall notify the County of the bid and undertake to negotiate with the County for the County to agree in writing to reduce or delete specific items in the bid proposal so that bids will be within the amount available for construction. In the event the County agrees in writing to reduce or delete items in the bid proposal, La Porte shall re-bid the Project and proceed as if it were the original bid; or
- d. La Porte shall reject all bids and elect not to proceed with the letting of the contract and terminate the Project, giving the County written notice of its termination.

4. Construction Contract and Subcontractor Written Agreements

Within fifteen (15) days after notification by the County to La Porte that the bid has been approved, La Porte shall provide written notice of award to the lowest and most responsible bidder, in accordance with applicable Federal, State and local procurement procedures and regulations. La Porte shall contract directly with its Contractor, incorporating all requirements of this Agreement herein. The contract between La Porte and its Contractor and all contracts between the Contractor and its Subcontractors shall be in accordance with the guidelines of this Agreement and with all applicable FTA regulations and applicable sections of OMB Super Circular 2 CFR Part 200.

La Porte shall be responsible for incorporating into the construction contract any and all FTA and County requirements, including the “Harris County Community Services Department Construction Policies and Guidelines,” attached as **Exhibit C**. The construction contract must contain the required insurance and bonding; in lieu of one or more of the bonds otherwise required pursuant to Section VI (D) of this Agreement, La Porte may provide or cause to be provided one or more irrevocable letters of credit in favor of the County in a form acceptable to the County.

La Porte shall submit to the County the form of the construction contract for review and approval prior to executing the construction contract with its selected Contractor. Within forty-five (45) days after the County's written approval of the construction contract form, La Porte shall execute the construction contract with its selected Contractor.

La Porte shall ensure that the Contractor enters into written agreements with each Subcontractor who does work covered by this Agreement. These subcontracts must incorporate the requirements of **Exhibit C** and shall be subject to review, upon request, by the County.

5. Construction Start Date, Construction Schedule and Completion of Work

Construction Start Date – La Porte shall ensure that the construction commences within the time pursuant to Exhibit A. La Porte shall notify or cause to notify the selected Contractor with the Notice to Proceed, thereby locking in the Construction Start Date, and shall forward to the County a copy of the Notice to Proceed.

Construction Schedule – La Porte shall furnish or cause to furnish the County with a copy of the detailed Construction Schedule within seven (7) days of the Notice to Proceed. The schedule shall be a bar type schedule and shall be of sufficient detail to show construction sequence, proposed start dates and estimated completion dates for major parts of the construction work.

Completion of Work – La Porte shall ensure that, except in cases of force majeure, the construction of the Project shall be completed on or before the expiration of eighteen (18) months following the Construction Start Date unless extended pursuant to Section II(D)(6).

6. Schedule of Values, Payments to Contractor and Change Orders

Schedule of Values – La Porte shall furnish or cause to furnish the County with the Schedule of Values for the Project for review prior to the first partial payment.

Payments to Contractor – La Porte shall ensure that requests for payment are based on the unit prices of work completed, as detailed in the Schedule of Values and certified by La Porte's representative. La Porte, through its representative, shall ensure that the work performed by the selected Contractor shall be subject to retainage provisions of Section 2252.032 of the Texas Government Code, as it may be amended from time to time.

Upon completion of the Project, and acceptance as such by La Porte and the County, final payment shall be made to the Contractor releasing retainage. All pay requests and release of retainage shall be verified and signed by La Porte and the County.

La Porte shall make sure the following appears in La Porte's contracts with its contractors:

In accordance with Texas Government Code, Title 10 Chapter 2251 Sec. 2251.022, the Contractor shall provide payment to each Subcontractor and Supplier within ten (10) calendar

days after receiving payment from Harris County CSD for amounts previously invoiced for work performed or materials furnished under the Contract. Subcontract payment provisions shall require payments to subcontractors within ten (10) calendar days after the prime Contractor received payment from Harris County CSD. Interest on late payments is subject to the provisions of Texas Government Code, Title 10, Chapter 2251, Vernon's Texas Codes Annotated regarding payments to subcontractors. Under Sec. 2251.023, subcontractors are also required to make payments to their subcontractors no later than the 10th day after the date the subcontractor receives payment from Contractor. Failure to pay subcontractors within 10 days and/or failure to submit appropriate certification of subcontractor payment will be considered in the review of the Contractor's performance of the contract and may result in the withholding of payment to the Contractor.

Change Orders – La Porte shall ensure that the cumulative increase in the construction contract shall not exceed twenty-five (25) percent of the original construction contract, and the original price of the contract may not be decreased by more than twenty-five (25) percent without the consent of the Contractor pursuant to Section 271.060 of the Texas Local Government Code. La Porte shall approve in writing and submit to the County for review and approval any change orders to the original construction contract, which shall be appropriately reflected in the Schedule of Values and subsequent pay requests. The County reserves the right to approve any change orders. Any extension of time given shall not release the Contractor or the surety from their Performance and Payment Bonds or from any obligations hereunder, which shall remain in full force and effect until the discharge of the Contractor. All change orders shall be verified and signed by La Porte and the County.

7. Inspections

During the construction of the Project, the County or its designee, La Porte, and FTA shall have the right to review all documents, maps, plats, records, photographs, reports or plans affecting said construction. La Porte shall, at its sole expense, furnish the necessary inspection personnel to assure itself of compliance with the construction contract. La Porte understands and agrees to inspections performed by the County's representative. The County shall have full and final authority in all construction disputes. La Porte agrees to promptly make any corrections or modifications to the construction work as requested by the County to cause the construction to comply with this Agreement and any applicable FTA requirements.

8. Compliance with Public Facilities and Infrastructure Quality Standards

La Porte shall maintain documentation evidencing that the Project complies with all applicable Federal, state and local public facilities and infrastructure quality standards.

9. Compliance Violation(s) Provisions

La Porte shall ensure that the construction of the Project is conducted pursuant to applicable Federal, state, and local regulations and comply with any and all requirements detailed in the bid specifications, including any and all FTA requirements and any and all County requirements detailed in this Agreement.

The County shall enforce the compliance violations provisions detailed in **Exhibit C**, Section 13(D), for any and all violations for which the Contractor, through La Porte, has received a Notice of Non-Compliance or a wage restitution notification letter and failed to implement corrective actions within the allotted grace period of fifteen (15) to thirty (30) calendar days from the date of the written notice or letter.

E. Matched Funds

La Porte shall maintain and make available, for review by the County, source documentation for any matched funds contained in **Exhibit B** of this Agreement. Source documentation for matched funds may be requested at any time by the County and must be provided in a timely manner.

III. TIME OF PERFORMANCE

Services of La Porte shall start upon Harris County Commissioners Court approval of this Agreement and shall terminate when the Project is completed, but not later than eighteen (18) months following the commencement of construction, as specified in Section II (D)(5) of this Agreement unless the completion date is extended pursuant to Section II(D)(6). This Agreement may only be extended upon written request and/or receipt of a change order to and approval from the Executive Director of HCCSD or his designee.

IV. EXPENSES AND PAYMENT

A. Budget

La Porte shall perform the project activities within the monetary limits contained in **Exhibit B**, Budget. La Porte understands that the budget is based upon detailed information submitted by La Porte to the County and that any changes to the summary budget, attached at **Exhibit B**, will require La Porte to submit a modified detailed line item budget to the County for review and approval.

B. Requesting a Budget Revision

Any proposed reallocation of funds among various existing budget line items constitutes a budget revision. La Porte shall provide narrative justification for budget revision on letterhead and signed by the representatives, as stated in **Exhibit A**. A budget revision is not approved for expenditure until La Porte receives written approval from the Executive Director of HCCSD, or his designee. Upon approval, La Porte shall provide a revised budget to the County. At the discretion of HCCSD management, no more than two (2) budget revision requests shall be allowed each year, to be submitted no later than ninety (90) days before the end of the Agreement period, as defined in Section III of this Agreement.

New line items or an increase or decrease in funds is a budget amendment and must be formally approved by the County. The County reserves the right to reallocate funds among approved budget line items in order to facilitate implementation of the approved project scope.

C. Maximum Amount to be Paid

La Porte shall be responsible for 20% of the Local Match requirement as shown in **Exhibit B**. Upon satisfaction of the Local Match requirement, the County shall reimburse La Porte after receipt of a reimbursement request. La Porte shall expend awarded funds in a consistent and timely manner. The County reserves the right to reduce any or all of the awarded funds due to untimely expenditure of said funds or Agreement non-compliance.

La Porte understands and agrees that the amount shown in **Exhibit B**, in the section “Maximum Amount to be Paid Under this Agreement.” County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement until the Grant Funds are actually received by the County and only to the extent that such monies are actually received and certified available for this Agreement by the County Auditor, as evidenced by the issuance of a Purchase Order for the amount. In the event these Grant Funds are discontinued or reduced during the Agreement term, the County shall not be liable for payment of any funds above the actual Grant Funds the County receives. If such a discontinuation or reduction occurs and the Parties are unable to renegotiate the Agreement upon mutually, acceptable terms, La Porte’s sole and exclusive remedy shall be to terminate this Agreement. Failure to certify funds or to certify sufficient funding or any reason shall not be considered a breach of the Agreement. La Porte understands and agrees that the maximum the County shall become liable to pay shall not under any conditions, circumstances, or interpretations thereof exceed the amount contained in the Purchase Order, the amount which is expected to be available pursuant to the award of the Grant Fund for any purpose under this Agreement, including but not limited to payment for the sidewalk improvements, except to the extent additional funds are expressly made available for such purposes by the Commissioners Court of Harris County, at its sole option, and the Harris County Auditor certifies the availability of such funds for such expenditures. If the County does not make available additional funds, the sole remedy for La Porte shall be termination under this Agreement.

D. Payment for Eligible Expenses

La Porte understands and agrees that the County shall reimburse La Porte for only those costs that are eligible under applicable Federal rules, regulations, cost principles, and other requirements relating to reimbursement with FTA grant funds. The County may reimburse La Porte for the total costs, plus a fraction of the overhead costs, of those items that serve only clients from the County’s service areas, provided that all reimbursements shall be limited to the actual out-of-pocket expenses incurred by La Porte in the performance of this Agreement, with the exception of certain advances. No reimbursement shall be made for goods or services received by La Porte as in-kind contributions from third parties for assistance to the Project. If indirect costs are charged, La Porte shall develop an indirect cost allocation plan determining the appropriate County share of administrative costs and shall submit such plan to the County for approval.

E. Payment Procedures

The County will reimburse La Porte based upon information submitted by La Porte and consistent with any approved budget and County policy concerning payment. Drawdowns for the payment of eligible expenses and general administration shall be made against the line item budget attached hereto as

Exhibit B and in accordance with performance. Reimbursement requests must include an invoice with required source documentation on a form approved by the County and submitted on or before the tenth (10th) working day of the month for costs incurred during the preceding month. Prior to payment, the County and the Harris County Auditor must approve all invoices. Incorrect reimbursement request may be returned to La Porte for correction and resubmission.

Payments will be adjusted in accordance with advance fund and program income balances available in La Porte's accounts. In addition, the County reserves the right to liquidate funds available under this Agreement for costs incurred by the County on behalf of La Porte.

Final reimbursement requests for La Porte shall be received by the County no later than sixty (60) days after completion of the Agreement period. Any requests received after sixty (60) days will not be processed for payment and this Agreement will become void and the remaining funds de-obligated. All unexpended FTA 5307 Grant funds by the La Porte will be de-obligated and recaptured by the County.

F. Retainage

Disbursement of funds under this Agreement shall be subject to retainage provisions of Section 2252.032 of the Texas Government Code, as it may be amended from time to time. If La Porte chooses to require retainage, La Porte shall include the following in all contracts used to complete the Services: The Contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Harris County CSD has also established the following additional mechanisms to ensure prompt payment and La Porte will include it in all contractual agreements.

Billing Disputes: If a payment dispute arises between the Contractor and any Subcontractor or Supplier related to this Contract, the Contractor shall provide a written response to the Subcontractor or Supplier, with a copy to the Project Manager, specifically addressing any disputed amounts. The Contractor should resolve all disputed invoices at the earliest time to avoid a delay in the submission of required subcontractor/supplier payment certifications that could delay payment to the Contractor. In the event that the Contractor cannot resolve a subcontractor or supplier disputed invoice, the Contractor shall bring the matter to the attention of the Contracting Officer at the time of submitting the Contractor's invoice for payment. The Project Manager will investigate the situation and make a determination whether the Contractor's invoice should be processed for payment without the required subcontractor or supplier certification. The Project Manager will not mediate the dispute between the Contractor and any subcontractor or supplier in the resolution of disputed invoices. At no time will the Contractor invoice La Porte for amounts in dispute without prior notification to the Project Manager.

Subcontractors: The Contractor shall not, without the written consent of La Porte, terminate a subcontractor, or replace a subcontractor previously listed or permit such subcontract to be assigned or transferred, or allow that portion of the work to be performed by anyone other than the listed subcontractor, except the Contractor may perform a previously subcontracted portion of the work itself with qualified personnel upon written approval from La Porte. After award, the Contractor shall not enter into a subcontract for work to be performed without prior notification to La Porte. At no time will the Contractor invoice La Porte for amounts pertaining to subcontractors terminated or substituted without prior approval

G. Expenditure Performance

La Porte shall immediately notify the Executive Director of HCCSD, or his designee, of any problems, delays or adverse conditions that will affect the ability of La Porte to perform its obligations under this Agreement. Any such notice shall include a statement of actions taken or contemplated to be taken by La Porte to resolve such problems, delays or adverse conditions. La Porte shall also promptly notify the Executive Director of HCCSD, or his designee, if it anticipates accomplishing the activities set forth in this Agreement with a lower expenditure of funds than the amount allocated, or within a shorter period of time than the Agreement period.

La Porte further understands and agrees that should the County determine that La Porte will not use all of the funds allocated to La Porte under this Agreement, then the County shall reduce the amount allocated to La Porte under this Agreement for the purpose of ensuring that such funds do not remain unspent, and that such monies are promptly reallocated to other service providers in accordance with the County's procurement procedures. The County will notify La Porte in writing of its determination to reduce the amount allocated to La Porte under this Agreement and any such determination by the County shall be final.

H. Supplementing a Request for Payment

A Supplemental Request amending a payment or reimbursement request may be filed with the County after the submission or receipt of the original request. Any Supplemental Request for payment or reimbursement submitted after the date of submission or receipt of the original request will be subject to approval by the County. No more than one Supplemental Request shall be allowed per month.

I. Withholding Payments

If FTA initiates an investigation into any matter covered under this Agreement, the County may withhold all payments until the results of the investigation have been revealed and resolved. Reimbursement to La Porte will be determined upon resolution of the investigation by FTA.

J. Repayment of Ineligible Payments

IN THE EVENT FTA DETERMINES THROUGH INVESTIGATIONS AND/OR MONITORING THAT ANY COUNTY PAYMENT OR REIMBURSEMENT TO LA PORTE IS INELIGIBLE OR DISALLOWED, LA PORTE SHALL IMMEDIATELY AND WITHOUT DELAY FULLY REIMBURSE THE COUNTY, AND THE COUNTY WILL REIMBURSE FTA FOR DISALLOWED OR INELIGIBLE COSTS. IF FTA INFORMS THE COUNTY THAT IT IS REQUIRED TO REFUND MONEYS PREVIOUSLY AWARDED OR DRAWN DOWN FROM THE U.S. TREASURY IN REFERENCE TO THIS AGREEMENT, LA PORTE AGREES TO PAY AN EQUAL AMOUNT TO THE COUNTY PRIOR TO THE DEMAND DATE OF PAYBACK.

V. NOTICES

Any communication concerning this Agreement shall be directed to the representatives of the County

and La Porte, as provided in **Exhibit A**, Scope of Services.

VI. GENERAL CONDITIONS

A. Independent Contractor

La Porte shall operate as an independent contractor and not as an officer, agent, servant or employee of the County. La Porte shall have exclusive control of, and the exclusive right to control, the details of the work and services performed and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, program participants, licensees or invitees. The doctrine of *respondeat superior* shall not apply as between the County and La Porte, its officers, members, agents, servants, employees, program participants, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between the County and La Porte. It is expressly understood and agreed that no officer, member, agent, employee, licensee or invitee of La Porte, nor any program participant hereunder, is in the paid service of the County and that the County does not have the legal right to control the details of the tasks performed hereunder by La Porte, its officers, members, agents, employees, program participants, licensees or invitees.

The County shall in no way nor under any circumstances be responsible for any property belonging to La Porte, its officers, members agents, employees, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged.

B. Indemnity

LA PORTE SHALL PLACE THE FOLLOWING LANGUAGE IN EVERY CONTRACT LA PORTE USES TO COMPLETE THE SERVICES DESCRIBED IN THIS AGREEMENT:

CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE COUNTY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS DUE TO THAT ACTIVITIES OF CONTRACTOR, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS OR ANOTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAM DESCRIBED HEREIN, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES OF THE COUNTY.

CONTRACTOR SHALL ASSUME ALL LIABILITY AND RESPONSIBILITY FOR THE COUNTY AND ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FOR ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR

CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAMS DESCRIBED HEREIN, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES OF THE COUNTY.

CONTRACTOR LIKEWISE COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL INJURY, DAMAGE OR DESTRUCTION OF PROPERTY OF THE COUNTY, ARISING OUT OF OR IN CONNECTION WITH ALL ACTS OR OMISSIONS OF ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, INVITEES, LICENSEES, OR PROGRAM PARTICIPANTS, OR CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES OF THE COUNTY.

C. Insurance and Bonding

1. Public Liability Insurance

La Porte agrees to require its Contractor/sub-Contractors to carry adequate Public Liability Insurance in the amounts required by State law. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the County under the laws of the State of Texas. At present, such amounts are as follows:

Bodily injury or death, per person	\$100,000
Bodily injury or death, per occurrence	\$300,000
Property damage, per occurrence	\$100,000

La Porte understands that such insurance amounts shall be revised upward at the County's option and that La Porte shall cause its Contractor to revise such amounts within thirty (30) days following notice to La Porte of such requirements.

2. Worker's Compensation Insurance

La Porte shall cause its Contractor to furnish the County with a Certificate of Insurance as proof that it has obtained and paid for a policy of Workers' Compensation Insurance in the amounts required by State law, covering any and all employees active in the Program funded under this Agreement.

Accordingly, if La Porte has obtained worker's compensation insurance coverage through self-insurance, as provided by Texas Labor Code § 406.003, such documentation of self-insurance shall be provided to the County prior to, or with the submission of, the first reimbursement request.

3. Documentation of Insurance Coverage

La Porte shall cause its Contractor to submit to the County documentation that its Contractor has obtained insurance coverage as required in this Agreement within thirty (30) days of the execution of this Agreement and prior to payment of any monies hereunder. County will be listed as an additional insurance on all insurance policies.

4. Payment and Performance Bonding

La Porte shall cause its Contractor to furnish the County with Certificate of Insurance as proof that it has obtained and paid for a certificate of Payment Bond and Performance Bond, as required by State law, see **Exhibit D**. County shall be listed as a third party beneficiary of the bond. La Porte shall ensure the Contractors keep their bonds current for the duration of the term of the Agreement.

D. Forum and Venue

This Agreement is governed by the laws of the State of Texas. The exclusive forum for any action arising out of, in connection with, or in any way relating to the Agreement is in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action arising out of, in connection with, or in any way relating to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas. The County does not agree to binding arbitration or mediation. The County does not waive its right to a trial by jury.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

La Porte agrees to (1) comply with requirements set out in OMB Super Circular 2 CFR Part 200; (2) adhere to the accounting principles and procedures required therein; (3) utilize adequate internal controls; and (4) maintain necessary source documentation for all costs incurred. La Porte shall administer its Program in conformance with OMB Super 2 CFR Part 200, for all costs incurred whether charged on a direct or indirect basis.

B. Record-Keeping, Reports, and Audits

1. Records to be Maintained

La Porte shall maintain all records required by this Agreement, records required by 49 U.S.C. 5307 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken is an eligible activity under

- c. the FTA 5307 Grant Program;
- c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with FTA assistance;
- d. Financial records as required by 49 U.S.C. 5307 and OMB Super Circular 2 CFR Part 200; and

2. Retention

La Porte shall retain all records pertinent to expenditures incurred under this Agreement for a period of six (6) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for six (6) years after final disposition of such property.

3. Construction Policies, Reports and Davis-Bacon and Related Acts Requirements

La Porte shall ensure that each contract subject to Federal (Davis-Bacon and Related Acts) labor standards requirements must contain the appropriate contract provisions containing the labor standards clauses described in **Exhibit C**, Section 13. These clauses correspond to the Department of Labor (DOL) regulations prescribing the responsibilities of the Contractor and obligating the Contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the Contractor to ensure the payment of wages or liquidated damages, which may be found due.

La Porte shall ensure compliance with the Davis-Bacon and Related Acts (DBRA) requirements. La Porte shall furnish or cause to furnish documents evidencing compliance with the DBRA requirements, including but not be limited to the following:

- a. Certified Weekly Payrolls
- b. Certificate From Contractor Appointing Officer or Employee to Supervise Payment of Employees
- c. Posting of Equal Employment Opportunity Poster, Notice to Employees Poster and Wage Decision(s)
- d. Certificate for Contracts, Grants, Loans and Cooperative Agreements
- e. General Contractor/ Subcontractor Profile

NOTE: All of the above listed documents pertaining to the DBRA are required to be submitted by the prime Contractor, all Subcontractors and all third-tier subcontractors without exceptions.

4. Deadlines

DBRA compliance documents shall be submitted during the course of project construction pursuant to the deadlines in **Exhibit C**.

5. Audits & Inspections

All records relevant to any matters covered by this Agreement shall be made available to the County, its designees or the Federal government, at any time during normal business hours, as often as the County or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. La Porte will respond to the notification of any deficiencies noted in audit reports within thirty (30) days after receipt by the La Porte. Any deficiencies must be fully cleared by La Porte. La Porte agrees to have an annual agency audit conducted in accordance with OMB Super Circular 2 CFR Part 200.

6. Failure to Meet Record-Keeping, Reporting, Audit, and/or Inspection Requirements

La Porte's failure to comply with record-keeping, reporting, audits, and/or inspections as required by this Agreement is a breach of this Agreement and funding will be withheld from La Porte until such time as the reports are timely and accurately submitted. The County maintains the right to terminate this Agreement with La Porte for failure to keep records properly, submit reports for three (3) consecutive months, and/or cooperate with audits/inspections.

C. Procurement

1. Compliance

La Porte shall comply with the (1) public notice and (2) award of contract to the lowest and most responsible bidder procedures of the Municipal Purchasing Act, TEX. GOV'T CODE §252.001 *et seq.*, concerning the purchase of equipment and services and shall maintain an inventory record of all non-expendable personal property, as defined by County policy, that may be procured with funds provided hereunder. La Porte shall procure materials in accordance with the requirements of OMB Super Circular 2 CFR Part 200, "Procurement Standards," and shall subsequently follow, "Property Standards," covering utilization and disposal of property.

D. Subcontracts

1. Approvals

La Porte shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County prior to the execution of such agreement.

2. Monitoring

La Porte shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to the County and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content

La Porte shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. Selection Process

La Porte shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair, open, and competitive manner. Executed copies of all subcontracts shall be forwarded to the County, along with documentation concerning the selection process. La Porte must adopt and utilize written selection criteria for use in the selection of subcontractors, which selection criteria must conform to the Procurement requirements of OMB Super Circular 2 CFR Part 200.

E. Federal Transit Administration Requirements

La Porte shall comply with all of the applicable FTA requirements in **Exhibit D**, including the four percent (4%) DBE participation requirement that has been established for this Agreement, and ensure that all of the applicable FTA requirements are made part of any subcontract(s) executed in the performance of this Agreement.

La Porte shall submit, as part of this Agreement, the following assurances and certifications:

1. FTA Requirements Acknowledgement, see **Exhibit D**.
2. Buy America Certification, see **Exhibit E**.
3. Lobbying Certification, see **Exhibit F**.

IX. ASSIGNMENTS AND AMENDMENTS

A. Assignability

La Porte shall not assign or transfer any interest in this Agreement without the prior written consent of the County. Notice of any such permitted assignment or transfer shall be furnished promptly to the County.

B. Amendments

The County or La Porte may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or La Porte from its obligations under this Agreement.

Additionally, the County may, in its discretion, amend this Agreement to conform with Federal,

state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be affected only by written Amendment signed by both the County and La Porte. No more than two (2) Amendments to the Agreement shall be allowed each year.

X. TERMINATION OF AGREEMENT

A. Automatic Termination

This Agreement automatically terminates at the end of the time of performance as specified in Section III., “Time of Performance,” of this Agreement.

B. Termination Without Cause

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by La Porte under this Agreement shall become the property of the County and La Porte jointly, and La Porte shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination, unless FTA has determined through monitoring and/or investigative practices, that La Porte is not entitled to such compensation.

C. With Cause

The County may terminate this Agreement for cause, in whole or in part, if La Porte fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare La Porte ineligible for any further participation in the County’s FTA 5307 Grant Program, in addition to other remedies as provided by law. If the County has cause to believe La Porte is in noncompliance with this Agreement or any applicable rules and regulations, the County may withhold up to twenty-five (25) percent of said Agreement funds until such time as La Porte is found to be in compliance by the County, or is otherwise adjudicated to be in compliance.

D. Partial Terminations

Partial terminations of the Scope of Services in **Exhibit A** may only be undertaken with the prior approval of the County.

E. Breach of the Agreement

Termination of this Agreement shall not relieve La Porte of liability for any breach of this Agreement that occurs prior to such termination or expiration.

F. Close-outs

La Porte's obligation to the County shall not end until all closeout requirements described in OMB Super Circular 2 CFR Part 200 are completed to the satisfaction of the County and the Harris County Auditor. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of Program assets, including the return to the County of all unused materials, equipment, unspent cash advances, accounts receivable, and determining the custodianship of records.

G. Reversion of Assets

Upon expiration or termination of the term of this Agreement, La Porte shall transfer to the County any FTA 5307 Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of such funds. For any year following the expiration or termination of this Agreement that La Porte holds personal property attributable to funds hereunder, La Porte shall submit an Annual Report of Personal Property identifying the property and its location, with such report being filed with the County and the Harris County Auditor.

XIII. AGREEMENT REQUIREMENTS

Notwithstanding any provision of this Agreement, La Porte is required to comply with only the federal, state, and local regulations applicable to the specific federally assisted program associated with this Agreement.

XIV. INCORPORATION OF EXHIBITS

The following documents are a part of this Agreement:

- Exhibit A Scope of Services
- Exhibit B Budget
- Exhibit C Harris County Community Services Department Construction Policies and Guidelines
- Exhibit D FTA Requirements Acknowledgement
- Exhibit E Buy America Certification
- Exhibit F Lobbying Certification
- Exhibit G Project Map

ATTEST:

CITY OF LA PORTE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date Signed: _____

APPROVED AS TO FORM:

HARRIS COUNTY

VINCE RYAN
Harris County Attorney

By: _____
AMY SAMPLES
Assistant County Attorney

By: _____
DAVID B. TURKEL
Executive Director, Harris County Community
Services Department

Date Signed: _____

AUDITOR'S CERTIFICATION

I hereby certify that funds are available in the amount of \$285,600.00 for construction and related activities to pay the obligation of the County under this Agreement.

BARBARA J. SCHOTT
County Auditor

Exhibit A

SCOPE OF SERVICES

I. Application

This Scope of Services is based on the proposal prepared and submitted by La Porte. However, in the event of any conflict between the proposal and any provision contained herein, this Agreement shall control. In addition to the activities listed below, La Porte agrees to operate this Project in accordance with the FTA 5307 Grant Program requirements and all other applicable Federal, state and local regulations.

II. Project Description

The scope of the Project is to install up to 4,400 linear feet of sidewalk and 23 ADA ramps along Park Drive within the City of La Porte as shown in **Exhibit G**, the “Project Map”. The sidewalks being replaced are dilapidated with numerous tripping hazards. The new sidewalks will significantly reduce traffic danger to pedestrians along these routes. This project will benefit users of the fixed route transit system and enhance mobility access for individuals who reside or work within La Porte.

La Porte shall be responsible for implementing the Sidewalk Improvements Project during the term of this Agreement as follows:

PROJECT LOCATION	SIDEWALK (LINEAR FT)	# OF ADA RAMPS
Park Drive from S. Lobit Ave to San Jacinto Street	4,400	23
TOTAL	4,400	23

La Porte shall administer all activities in the provision of the aforementioned sidewalk improvements project in accordance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the County.

La Porte shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. La Porte shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that the County shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

III. Activities

A. Operations and Maintenance

La Porte shall be responsible for the operations and maintenance of the sidewalk improvements described in **Exhibit A** upon completion of construction.

B. Project Delivery

La Porte shall be responsible for the delivery of the following activities in connection with the provision of the above-noted Project. The activities and the submission of reports and compliance documents shall include, but not be limited to the budget line item categories listed in the budget detail of **Exhibit B** and as detailed further below:

ACTIVITIES, SCHEDULE, AND REQUIRED DOCUMENTS

No.	Activity Name	Schedule	Reports and Compliance Documents
I.	Construction		
1.	Design	Within two hundred-forty (240) days from the date of this Agreement, La Porte shall submit the compliance documents to the County for review and approval.	Final set of drawings, plans, cost estimates, bid specifications and construction documents
2.	DRAFT Construction Contract	Within two hundred-forty (240) days from the date of this Agreement, La Porte shall submit a draft construction contract to the County for review and approval.	Copy of the draft construction contract
3.	Bid Out	Within fifteen (15) days after the County's approval of the bid specifications, La Porte shall advertise the project for at least two (2) consecutive weeks.	Copy of bid advertisement with affidavit
4.	Pre-bid Conference	La Porte shall hold a Pre-bid Conference, at least one week before bids are due.	Copy of attendance roster and meeting notes
5.	Bid Opening	La Porte shall hold a Bid Opening, at a minimum of two (2) weeks after the initial advertisement of project.	N/A
6.	Bids, Bid Tabulation and Recommendations	Within fifteen (15) days from the date of the Bid Opening, La Porte shall submit the compliance documents to the County for review and approval.	Copy of all bids, bid bonds, tabulation and recommendations
7.	Notice of Award	After the County's approval of the lowest and most responsible bid, La Porte shall issue the Notice of Award to the contractor within fifteen (15) days of approval by La Porte's City Council	Copy of Notice of Award
8.	Executed Construction Contract	La Porte shall provide an executed copy of the construction contract within fifteen (15) days after issuance of the Notice of Award	ORIGINAL copy of the executed construction contract
9.	Pre-construction Conference	Within seven (7) days after the date of the executed construction contract, La Porte shall hold the Pre-construction Conference.	Copy of attendance roster and meeting notes
10.	Construction Start Date	La Porte shall issue the Notice to Proceed to the contractor at the time of the pre-construction conference.	Copy of Notice to Proceed
11.	DBRA Compliance Documents	Within seven (7) days of the Construction Start Date and during the project construction, La Porte shall submit or cause to be submitted original compliance documents on a weekly basis.	ORIGINAL DBRA compliance documents
12.	Survey, Inspection, and Testing	La Porte shall perform survey, inspection and testing during the course of implementing the project, as applicable.	Copy of survey, inspection and testing reports, as applicable
13.	Final Walkthrough and Final Punch List	At the completion of the construction activities, La Porte shall hold a Final Walkthrough and issue the Final Punch List, as applicable	Copy of Final Punch List, if applicable, copy of the Certificate of Completion.

Time/Date variances to the schedule may be approved by the Executive Director of the HCCSD, or his designee, if reasonable justification is provided for the delay.

La Porte shall forward compliance documents upon completion of the activity, or as noted in the

schedule.

In addition to normal administrative services required as part of this Agreement, La Porte agrees to document progress using reporting requirements specified in Section VII of this Agreement.

IV. Notice

County

David B. Turkel, Executive Director
Harris County Community Services
Department
8410 Lantern Point
Houston, Texas 77054

La Porte

Corby Alexander, City Manager
City of La Porte
604 W. Fairmont Parkway
La Porte, Texas 77571

Exhibit B

BUDGET

CITY OF LA PORTE SIDEWALK IMPROVEMENTS PROJECT

Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed TWO HUNDRED EIGHTY FIVE THOUSAND SIX HUNDRED and 00/100 Dollars (\$285,600.00).

PROJECT SUMMARY

DESCRIPTION	FEDERAL FUNDS (FTA)	LOCAL MATCH FUNDS (LA PORTE)	TOTAL
Project Costs			
I. Construction	\$285,600.00	\$71,400.00	\$357,000.00
Project Budget Total	\$285,600.00	\$71,400.00	\$357,000.00

Exhibit C

HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT CONSTRUCTION POLICIES AND GUIDELINES

These policies are intended to assist those Contractors/Subcontractors receiving FTA 5307 Grant funds. They will facilitate the Contractors'/Subcontractors' understanding and compliance with applicable federal and county regulations, policies and processes where the Contractor is responsible for design, bidding and construction contract administration. If clarification is needed, call Gene Simeon, Compliance Manager, at 713-578-2000.

1. If federal funds will be used to retain consultants, La Porte must advertise Request for Qualification Statement (RFQ). La Porte shall submit the draft RFQ for approval prior to advertisement. The responding consultant's SF 330 qualification statements must be submitted for review to Harris County Community Services Department (HCCSD) prior to commissioning the consultants. Upon approval by HCCSD, La Porte may retain consultant(s).
2. La Porte shall advertise for bids and award contracts in compliance with the State of Texas bidding procedures and the following subsections of the OMB Super Circular 2 CFR Part 200:

Subpart D 200.300-200.309, "Standards for Financial and Program Management"
Subpart D 200.317-200.326, "Procurement Standards"
Subpart D 200.333-200.337, "Records Retention and Access"
3. The preliminary drawings must be within the previously approved project scope. All construction projects must comply with Harris County requirements and the policies and procedures of the Harris County Purchasing Agent, Harris County Auditor, and HCCSD.
4. La Porte will incorporate into the construction documents any and all FTA requirements and all construction policies and guidelines contained herein. Final documents must be approved by the County prior to the execution of the contract for construction.
5. Prior to award of contract, the County will review the bid documents, the bidder's qualification statements and financial statements to ensure that the contractor has a good contracting record, adequate capitalization, equipment, and personnel to successfully complete the project, meets minority participation goals and that the bidder has not been debarred by FTA from working on federal contracts.
6. La Porte, La Porte's Representative, and the County shall conduct a pre-bid meeting and a pre-construction conference with the Contractor and Subcontractor(s).
7. The County shall furnish La Porte with specific compliance documentation at the pre-construction conference with the Contractor. Without exception, La Porte and the Contractor shall be responsible for ensuring compliance by all Subcontractors working on the project jobsite with employees covered by the Davis-Bacon Act.
8. La Porte shall, at its sole expense, furnish the necessary inspection personnel to assure itself of compliance with the construction contract. La Porte understands and agrees to inspections performed by the County's representative. La Porte understands and agrees that the County's representative shall have full and final authority in all construction disputes.
9. La Porte and Contractor shall be responsible for preparing monthly pay requests to be reviewed by La Porte's representative prior to submittal for payment. Preparation will consist of a site meeting with La Porte's

representative and the Contractor's representative to accurately determine the percentage of completion of various components of the work and time used. La Porte, La Porte's representative, the Contractor, and the County's representative, will be required to sign each monthly estimate prior to being processed for payment.

10. All change orders must be approved in writing by La Porte prior to any alterations or modifications of the work or specifications. La Porte will be responsible for any increase in cost based on any change order required due to errors and/or omissions. Pursuant to Harris County procurement policies and Texas Local Government Code §271.060, total aggregate increases in the contract will not exceed twenty five percent (25%) of the **original construction contract** amount awarded to the lowest and most responsible bidder; and total decreases to the **original construction contract** may not exceed twenty five percent (25%) without the consent of the contractor.
11. La Porte must submit the following documentation to HCCSD **prior** to sending Notice of Award to proposed contractor **and** execution of the construction contract.

Prior to sending Notice of Award:

- Copy of the bid advertisement.
- Copy of the bid tabulations.
- Copies of all bids submitted.
- Copies of bidders' bid bonds or cashier's checks or letters or credit in favor of Harris County, in a form acceptable to the Harris County.
- Copy of the minutes and attendance roster of the bid opening.
- La Porte's recommendation of contractor.
- Request authorization from the County to award project to lowest and most responsible bidder.

Prior to execution of contract:

- Copy of DRAFT Construction Contract with contractor County review and approval.
- Copy of proposed subcontractor list along with subcontractor profiles.
- Certificates for Contracts, Grants, Loans and Cooperative Agreements – signed by the contractor.

12. La Porte must submit the following documentation **after** award of contract, but **prior** to Pre-Construction Meeting:

- Copy of the performance, payment and maintenance bonds.
- Copy of "Certificate of Authority" issued by the State Board of Insurance of Texas for the surety company. Only companies listed in the Department of the Treasury circular #570 (most recent issue) will be accepted.
- Certification of bid award by the City Council/Board.
- Original copy of the executed contract between the successful bidder and La Porte.
- Copy of the purchase order.
- Copy of subcontractor list.
- Schedule of Values based on standard Construction Specifications Institute (CSI) format (16 divisions) and given in labor and materials listed separately per line item including overhead and profit for each.
- Construction schedule (Bar Chart or Critical Path Method).

13. Davis Bacon and Related Acts Requirements

La Porte shall ensure compliance with the Davis-Bacon and Related Acts requirements and shall furnish or cause to furnish the required reports documenting compliance with the Davis-Bacon and Related Acts requirements.

Basic labor standards compliance parameters involve the payment to construction laborers and mechanics not less than the prevailing wage rate established in the wage determination for the type (classification) of work and the hours of work they actually performed. Contractors and subcontractors and any lower-tier subcontractors

(employers) are required to prepare, certify and submit weekly payroll reports reflecting all of the laborers and mechanics (employees) engaged in construction of the site of the work. The certified payrolls must clearly indicate name, address, social security number, job classification, corresponding hourly pay rate, hours worked, and any other pertinent information requested on the form. Employers may also be required to submit related documents in order to demonstrate compliance with these standards. The County will not accept incomplete certified payrolls. All required documentation and forms submitted to County must be originals.

Each contract subject to Federal (Davis-Bacon & Related Acts) labor standards requirements must contain the appropriate FTA contract provisions containing the labor standards clauses. These clauses correspond to the U.S. Department of Labor (DOL) Regulations prescribing the responsibilities of the contractor and obligating the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages, which may be found due. These contract clauses are described below.

A. Responsibility of the Principal Contractor.

Basic labor standards compliance parameters involve the payment to all construction laborers and mechanics not less than the prevailing wage rate established in the wage determination for the type (classification) of work and the hours of work they actually perform. Contractors and subcontractors and any lower-tier subcontractors (employers) are required to prepare, certify and submit weekly reports reflecting all of the laborers and mechanics (employees) engaged in construction of the site of the work. Employers may also be required to submit related documentation in order to demonstrate compliance with these compliance parameters.

The principal contractor (also referred to as the prime contractor or general contractor) shall be responsible for the full compliance of all employers (contractors, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. For ease of reference, the term “contractor” shall mean the principal, prime contractor, or general contractor, “subcontractor” shall mean any and all subcontractors and lower-tier subcontractors, and the term “employer” shall include the contractor and any subcontractors and lower-tier subcontractors.

B. Davis-Bacon Definitions & Compliance Parameters

(ii) Definitions.

- a. Laborer or mechanic.** "Laborers" and "mechanics" are those individuals whose duties are manual or physical in nature including workers who are performing the work of a trade (e.g., Electrician). These terms include apprentices, trainees and, for contracts subject to CWHSSA, watchmen and guards. “Laborers” and “mechanics” are the two groups of workers that shall be paid not less than the Davis-Bacon wage rates.
- 4) Working foremen.** Foremen or supervisors that perform regularly construction work and devote **more** than 20% of their time as a laborer or mechanic are treated as "laborers" or "mechanics" for labor standards purposes for the time performing construction work.
- 5) Exclusions.** Persons whose duties are primarily administrative, managerial or clerical are not laborers or mechanics.
- b. Employee.** Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship, which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor shall ensure the worker is paid at least as much as the wage rate on the wage decision for

the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

See also Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics.

- c. Apprentices and Trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are “apprentices” and “trainees” registered in approved apprenticeship or training programs, including *Set-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs (bona fide programs) are those which have been registered with DOL or DOL-recognized State Apprenticeship Council (SAC).
- 1) Probationary apprentice.** A person in the first 90 days of probationary employment as an apprentice in a bona fide apprenticeship program but who has not yet been formally registered in such a program may be considered an "apprentice" provided that the BAT or SAC has certified that such person is eligible for probationary employment as an apprentice.
 - 2) Pre-apprentice.** A “pre-apprentice” person who has not been DOL or SAC certified for probationary apprenticeship is not considered to be an “apprentice” and shall be paid in full journeyman’s rate on the wage decision for the classification of work they perform.
 - 3) Ratio of apprentices and trainees to journey man.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.
- d. Prevailing Wages.** The term "wages" means the basic hourly rate of pay plus any contribution irrevocably made by an employer to a bona fide fringe benefit fund, plan or program. All laborers and mechanics employed or working on the site of the work shall be paid unconditionally and not less often than once a week the full amount of wages and bona fide fringe benefits computed at rates not less than those contained in the wage determination. Employers who do not make contributions or payments to bona fide fringe benefit funds, plans, or programs shall pay an amount equivalent to the fringe benefit rate (if any) required on the wage determination directly to the employee added to the basic hourly rate of pay.
- e. Piece-work.** Some employees are hired on a piece-work basis, that is, the employee’s earnings are determined by a factor of work produced. For example, a Drywall Hanger’s earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter’s earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates **provided** the weekly earnings are sufficient to satisfy the wage requirement based upon actual hours, including any overtime, worked. If the weekly piece rate earnings are not sufficient, the employer shall re-compute weekly earnings based upon actual hours worked and the rate on the wage decision for the work classification(s) involved.
- f. Fringe benefits** include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the above; unemployment benefits, life insurance, vacation or holiday pay; defraying costs of apprenticeship or similar programs; or other bona fide fringe benefits. In addition to contributions, fringe benefits may reflect the rate of costs to the employer that may be reasonably anticipated in providing bona fide fringe benefits pursuant to an enforceable commitment to carry out a financially responsible program. Fringe benefits **do not** include benefits required by other Federal, State or local law, such as the employer’s contribution to Social Security or some disability insurance payment.

- g. Overtime** hours are defined as all hours worked on the site of the work in excess of 40 hours in any workweek. Overtime hours shall be compensated at not less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.
- h. Deductions.** The employer may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick-back” (i.e. give up) any of their earnings. Allowable deductions which do not require prior DOL permission may include employee obligations for income taxes, Social Security payments, insurance premium, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.
- i. Proper Designation of Trade.** Employers shall select a work classification on the wage decision for each worker based on the actual type of work they performed and shall pay each worker no less than the wage rate and fringe benefits required on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters *even* if they are not considered by their employer to be fully trained as a Carpenter. NOTE that the only workers who can be paid less than the rate on the wage decision for their craft are apprentices and trainees registered in approved programs.
- j. Split Classifications.** Laborers and mechanics that perform work in more than one classification may be compensated at the rate specified for each classification **provided** that the employer maintains time records that accurately set forth the time spent in each classification in which work was performed. If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.
- k. Additional classifications and wage rates.** If the general contractor determines that the wage decision does not include a classification or classifications needed for the construction of the project, than the general contractor shall submit to the County a request for an **additional classification and wage rate**. The County shall review and forward the request for additional work classification and wage rate to FTA for review and preliminary approval. FTA shall review and shall forward the request for additional classification and wage rate to DOL for final review and approval. NOTE that the final decision rests with DOL.

The general contractor shall make the request for additional classification and wage rate in writing. All third party subcontractors shall submit their request for additional classification and wage rate to their general contractor for further processing. All requests shall identify the project, the project’s wage decision, the additional work classification(s) that is (are) missing and recommend a wage rate and fringe benefits (usually the rate the employer already is paying to the employees performing the work) for that classification. The primary contractor may need to describe the work that the new classification will perform.

The additional classification and wage rate request may be approved if:

- a. The requested classification is used by construction contractors in the area of the project. The area is usually defined as the *county* where the project is located.
- b. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. In other words, if there already is

an Electrician classification and wage rate on the wage decision, the general contractor cannot request another Electrician classification and wage rate.

- c. The proposed wage rate for the requested classification “fits” with the other wage rates already on the wage decision. For example, the wage rate proposed for a trade classification such as Electrician shall be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision. And,
 - d. The workers that will be employed in the added classification (if it is already known who the workers are or will be), or the workers’ representative, must agree with the proposed wage rate.
1. **County Review.** County shall review the request for additional classification and wage rate to determine whether the request meets the DOL rules outlined above and forwards the request to FTA for further review and preliminary approval. If additional information is required, HCCSD shall contact the general contractor for more information. HCCSD shall inform the general contractor in writing in the event that HCCSD’s review finds that the request does not meet the above described rules. The written response shall also inform the general contractor of their option to revise and resubmit their request for additional classification and wage rate in order to meet the above described rules.
 2. **FTA Review.** The FTA Labor Relations field staff shall review the request for additional classification and wage rate to determine whether the request meets the DOL rules outlined above. If additional information is required, FTA shall contact the County for more information. If the FTA Labor Relations review finds that the request meets the rules, FTA shall forward to HCCSD their preliminary approval on the request and refer it to DOL for final review and approval. The County shall inform the general Contractor of FTA’s preliminary approval and referral to the DOL.

If the FTA Labor Relations review finds that the request for additional classification and wage rate does not meet the above described rules, FTA shall not approve the request. In this case, FTA shall forward to DOL the request with an explanation why FTA believes the request should not be approved. NOTE that the DOL holds the authority on the final decision on the request. The County shall inform the general contractor of FTA’s disapproval/ referral letter to the DOL.

3. **DOL Review and Decision.** The DOL shall respond to FTA in writing about the additional classification request and wage rate request. FTA shall forward to the County the final decision from DOL on the request, while the County, in turn, informs the prime contractor of DOL’s final decision to be implemented at the job site.

If DOL does not approve the contractor’s request, DOL’s written response to FTA shall include information about the classification and wage rate that shall be used by the contractor at the job site. Upon receipt from FTA copy of the DOL’s response and instructions, the County shall inform the general contractor of DOL’s denial and of any instructions about the classification and wage rate to be used at the job site.

Additional classification criteria and procedures are discussed in more detail in DOL Regulations 29 CFR §5.5.

- I. **Site of Work.** The “site of work” is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. That is the “site of work” is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed. “Site of work” includes other adjacent or nearby property used by the contractor/subcontractor in the

construction of the project (e.g. fabrication sites) provided they are dedicated exclusively or nearly so to the performance of the contract or project, and are so located in proximity to the actual construction location that it would be reasonable to include them.

C. Reporting Requirements

(i) Payrolls and Basic Records.

Payrolls and basic records relating to such payrolls shall be maintained by each employer with respect to their own workforce employed on the site of the work. The principal contractor shall maintain such records relative to all laborers and mechanics working on the site of the work. Payrolls and related records shall be maintained during the course of the construction work and preserved by the contractor and all employers for at least 3 years following the completion of the work. Such records shall contain:

4. The name, address and social security number of each laborer and mechanic;
5. His or her correct work classification(s);
6. Hourly rates of pay including rates of contributions or costs anticipated for fringe benefits;
7. Daily and weekly number of hours worked, including any overtime hours;
8. Gross amount paid;
9. Deductions made and actual net wages paid;
10. Evidence pertaining to any fringe benefit programs;
11. Evidence of the approval of any apprenticeship or trainee program, the registration of each apprentice or trainee and the ratios and wage rates contained in the program.

County may obtain copies of the WH-347 from the FTA Labor Relations Field staff for their jurisdiction.

(ii) Certified Payroll Reports.

Certified weekly payroll reports (CPRs) shall be submitted with respect to each week any contract work is performed. Each contractor and subcontractor (employer) shall prepare and certify such payroll reports to demonstrate compliance with the labor standards requirements. The principal contractor is responsible for full compliance with regard to its own workforce and with regard to the compliance of every subcontractor. For this reason, all CPRs and any related records are submitted to the HCCSD through the principal contractor.

- 1) **CPR format.** CPR information may be submitted in any form provided that the County Labor Standards Designee can reasonably interpret the information to monitor employer compliance with the labor standards. Employers are encouraged to utilize DOL Payroll Form WH-347. HCCSD shall make available to each principal contractor a limited number of copies of the WH-347 for the contractor's reproduction and use.

- 2) **Submission requirements.** CPRs shall be submitted for each employer beginning with the first week such employer performs work on the site of the work until the work has been completed for the project. CPRs shall be submitted promptly following the close of each such pay week.
- 3) **CPR preparation.** CPRs for each employer shall be numbered sequentially beginning with "1" for the first week that work was performed at the job site. The CPR for the last week of work to be performed on the project by each employer shall be clearly marked Final.
 - a. **Project and Employer Information.** Each payroll shall identify the employer's name and address, the project name and number, project address, and the week ending date. The payrolls shall include the *week dates* in the spaces provided and the payrolls shall be numbered sequentially.
 - b. **Employee Information.** The first payroll on which each employee appears shall contain the employee's name, address and unique employee number. Thereafter, the address only need to be reported if there is a change in such information or if another employee has the same name.
 - c. **Apprentices or Trainees.** The first payroll on which any apprentice or trainee appears shall be accompanied with a copy of that apprentice's or trainee's registration in an approved program. A copy of the approved program pertaining to the wage rates and ratios shall also accompany the first CPR on which the first apprentice or trainee appears.
 - d. **Split Classifications.** For an employee that worked in a split classification, the employer shall make a separate entry for each classification of work performed distributing the hours of work for each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon total gross amount earned for all classifications. The division of hours worked in different classifications shall be accurately maintained and clearly reported.
 - e. **Hours worked at other job sites.** The CPRs should reflect ONLY hours worked at the site of work. If an employee performs work at job sites other than the project for which the CPR is prepared, those "other jobs" hours should not be reported on the CPR. In these cases the employer should list the employee's name, classification, hours performed on this project only, and the rate of pay and gross earnings earned on this project. Deductions and net pay may be reflected based upon the employee's total earnings (for all projects) for the week.
 - f. **Rate of Pay.** Employers shall report the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and the employer does not participate in approved fringe benefit programs, the employer shall add the fringe benefit rate to the basic hourly rate of pay. Also, the employer shall list the overtime rate if overtime hours are worked.
 - i. **Piece-work.** For any piece-work employee, the employer shall compute an *effective hourly rate of pay* for each employee each week based on the employee's piece-work earnings for that week. To compute the effective hourly rate of pay, the employer shall divide the piece-work earnings by the total number of hours worked each week, including consideration for overtime hours.

The effective hourly rate shall be reflected on the certified payroll and the hourly rate of pay may not be less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate of pay

changes from week-to-week, only that the rate in no less than the rate on the wage decision for the classification of work performed.

NOTE that the overtime rate for piece-work shall be computed at one and one-half times the basic rate of pay plus any fringe benefits.

- ii. **Gross Wages Earned.** The employer shall show the gross amount of wages earned for work performed on this project. NOTE that the employees with work hours and earnings on other projects, the employer shall show gross wages for this project over gross earnings for all projects (for example, \$425.40/\$764.85) and base deductions and net pay for “all projects” earnings for that week.
 - iii. **Deductions.** The employer shall report the amounts of any deductions from the gross earnings. “Other” deductions shall be identified (for example, Savings Account, Loan Repayment, Child Support, etc.). Any voluntary deductions, that is, not required by law or by an order of proper authority, shall be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. Written authorization shall be signed by the employee and shall accompany the first payroll on which the deduction appears.
 - iv. **Net Pay.** The employer shall report the net pay on each payroll submitted.
- g. Statement of Compliance (Weekly Payroll Certification).** Each weekly payroll shall be accompanied by a “Statement of Compliance.” The Statement of Compliance shall be executed by the original signature of the principal executive of the employer or of a person authorized in writing by the principal. The Statement of Compliance shall contain the language prescribed on DOL Form WH-348 or the reverse side of Form WH-347 which shall certify to the following:
- 1. That the weekly payroll contains the information required to be maintained and that the information is correct and complete;
 - 2. That each laborer or mechanic (including each apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3; and
 - 3. That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. If the employer pays a portion of the required fringe benefits to programs and the balance directly to the employee, the employer shall explain those differences in the spaces provided on the Statement of Compliance. If the employer pays the fringe benefits directly to the employees, then the employer shall add the cash equivalent of the fringe benefits to the reported basic hourly rate of pay.
- 4) "No Work" payrolls.** Employers are not required to submit CPRs for weeks during which no work was performed on the site of the work provided that the CPRs are numbered sequentially and that the employer has provided written notice that its work on the project has been suspended.

5) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) **Other reports**

- a. Certificate From Contractor Appointing Officer or Employees to Supervise Payment of Employees;
- b. Certificate for Contracts, Grants, Loans and Cooperative Agreements;
- c. Contractor and Subcontractor(s) Profile(s); and

(iv) **Inspection of Records and On-site Interviews.**

Each employer shall make the required records (CPRs and related documents) available for inspection, copying or transcription by authorized representatives of the County, FTA or DOL. In addition, each employer shall permit authorized representatives to interview employees during working hours on the job site. Failure by any employer to submit the required records or to make them available, or to permit on-site employee interviews may, after written notice to the contractor, cause a suspension of any further payment, advance or guarantee of funds. In addition, failure to submit the records on request or to make them available may be grounds for debarment action pursuant to 29 CFR 5.12.

(v) **Requests by Outside Parties for Payrolls.**

In order to protect the personal privacy interests of employees, copies of weekly payrolls shall not be released to outside parties and may be withheld under Exemption 6 of the Freedom of Information Act (FOIA) unless the employee's personal identifiers (e.g., name, address, social security number) are first deleted.

(vi) **Confidentiality.**

The identity of any person providing information concerning the labor standards compliance of any contractor or subcontractor shall not be disclosed in any manner to anyone other than the County or Federal officials unless written consent is provided in advance by such person. Additionally, any portions of a statement or written document provided by such person, which would reveal the identity of the source shall not be disclosed without prior written consent. Disclosure of such statements and documents shall be governed by the provisions of the FOIA and the Privacy Act of 1974.

- a. **Privacy Act Release.** The County's Labor Standards Designee shall make available a Privacy Act Release format to each person making a statement or providing documentation, which alleges underpayment of wages. The format shall permit such person to indicate whether disclosure of identity is authorized.

The County may develop a form for its use in its jurisdiction for this purpose.

- b. **DOL investigatory materials.** From time to time, the DOL may furnish investigatory materials to the County or FTA in the course of its administration and enforcement operations. None of the material, other than computations of back wages and liquidated damages and the summary of back wages due, may be disclosed in any manner to anyone other than County or FTA staff responsible for administering the contract without prior approval from the DOL.

La Porte shall ensure compliance with the Davis-Bacon and Related Acts requirements and shall furnish or cause to furnish the required reports documenting compliance with the Davis-Bacon and Related Acts requirements. County will review all certified payrolls and conduct worker interviews and will hold the contractor responsible for compliance with labor requirements. The County reserves the right to withhold funds from the general contractor to compensate workers in accordance with the appropriate wage scales as promulgated by the U.S. Department of Labor.

D. Compliance Violation(s) Provisions

As required by the Davis-Bacon Act and applicable Harris County Guidelines, La Porte and the contractor shall be assessed fines for compliance violations.

- (i) The County shall issue a written Notice of Non-Compliance or wage restitution letter detailing each violation as it arises with instructions on how to cure the violation. The Notice of Non-Compliance or wage restitution letter shall provide for a fifteen (15) to thirty (30) calendar day grace period from the date of the written notice or letter for corrective actions.
- (ii) Violations shall be punishable against La Porte or the Contractor on a per day/per violation basis and, provided the County has not received reports documenting corrective actions.

- 14. La Porte will not be permitted to perform any “force account work,” wherein La Porte uses its own employees, materials, and/or equipment. All portions of construction work will be subject to the competitive bidding process referenced above.
- 15. La Porte’s contractor shall furnish, deliver, and install one 4’-0” X 8’-0” temporary project sign according to Harris County specifications. La Porte will ensure that the specifications will be made part of the project manual and the cost of the project sign will be included in all bids.

Exhibit D

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

Harris County receives grant funds from the Federal Transit Administration (FTA). Therefore, the successful bidder will be required to comply with the federal statutes and regulations checked below. The following pages contain information for each clause checked below. Please review carefully and indicate your acknowledgement on the final page of this section if you agree to comply with these clauses should you be the successful bidder. Return this entire document with your bid or Agreement. **Note: Your signed commitment to comply is required for us to consider your submission responsive.**

- | | |
|---|---|
| <input checked="" type="checkbox"/> No Federal Government Obligations to Third Parties | <input checked="" type="checkbox"/> Special DOL EEO Clause |
| <input checked="" type="checkbox"/> Program Fraud and False or Fraudulent Statements and Related Acts | <input checked="" type="checkbox"/> Disadvantaged Business Enterprises (DBEs) |
| <input checked="" type="checkbox"/> Access to Records Requirements | <input checked="" type="checkbox"/> Prompt Payment |
| <input checked="" type="checkbox"/> Federal Changes | <input type="checkbox"/> Recycled Products |
| <input checked="" type="checkbox"/> Civil Rights (EEO, Title VI, & ADA) | <input checked="" type="checkbox"/> ADA Access |
| <input checked="" type="checkbox"/> Incorporation of FTA Terms | <input type="checkbox"/> Special Notification for States |
| <input checked="" type="checkbox"/> Energy Conservation | |
| <input checked="" type="checkbox"/> Termination Provisions | |
| <input checked="" type="checkbox"/> Debarment and Suspension | |
| <input checked="" type="checkbox"/> Buy America | |
| <input checked="" type="checkbox"/> Disputes, Breaches, and Other Litigation | |
| <input checked="" type="checkbox"/> Lobbying | |
| <input checked="" type="checkbox"/> Clean Air | |
| <input checked="" type="checkbox"/> Clean Water | |
| <input type="checkbox"/> Cargo Preference | |
| <input type="checkbox"/> Fly America | |
| <input checked="" type="checkbox"/> Davis Bacon Act | |
| <input checked="" type="checkbox"/> Copeland Anti-Kickback Act | |
| <input checked="" type="checkbox"/> Contract Work Hours and Safety Standards Act | |
| <input checked="" type="checkbox"/> Bonding | |
| <input type="checkbox"/> Seismic Safety | |
| <input type="checkbox"/> Transit Employee Protective Arrangements | |
| <input type="checkbox"/> Charter Service Operations | |
| <input type="checkbox"/> School Bus Systems | |
| <input type="checkbox"/> Drug and Alcohol Testing | |
| <input type="checkbox"/> Patent Rights | |
| <input type="checkbox"/> Rights in Data and Copyrights | |

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS

Contractor shall permit the authorized representatives of Harris County, the U.S. Department of Transportation (U.S. DOT), and the Comptroller General of the United States to inspect and audit all data and records of Transit Operations relating to its performance under this Contract. Contractor shall maintain complete and accurate records with respect to its performance under this Contract. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible at all reasonable

times. Contractor further agrees that Harris County shall have, until the expiration of three (3) years after final payment of this Contract, access to and right to examine any directly pertinent books, documents, papers, and records concerning this project.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a) *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b) *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c) *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal

Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Harris County requests which would cause Harris County to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

TERMINATION

Termination for Convenience: The County may terminate this procurement, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Harris County to be paid the Contractor. If the Contractor has any property in its possession belonging to Harris County, the Contractor will account for the same, and dispose of it in the manner the Harris County directs.

(1) *Termination for Default [Breach or Cause]:* If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Harris County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(2) *Opportunity to Cure:* The County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such

case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Harris County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- (3) *Waiver of Remedies for any Breach:* In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Harris County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Harris County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder must submit to the FTA recipient the appropriate Buy America certification, see **Exhibit E**, with all bids on FTA-funded contracts, except those subject to a general waiver. Bids that are not accompanied by a

completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

DISPUTES, BREACHES, OR OTHER LITIGATION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification (see Exhibit 3A) required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; 40 CFR 15.61 and 49 CFR Part 18. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its

subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of

Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** – The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*insert name of grantee*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the County for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
2. (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) *Apprentices* - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees* - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the

wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity* - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

BONDING

The Contractor agrees to provide contract performance and payment bonding as required by State law in Section 2253.021 of the Texas Government Code and comply with any other bonding requirements FTA may issue. The following criteria adequately protects the Federal interest for construction or facility Agreements with a value exceeding \$100,000:

1. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such a contract; and
2. A payment bond on the part of the Contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Goal

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Harris County's overall goal for DBE participation is 4%. A separate contract goal of **4% DBE Participation** has been established for this contract.

Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **concurrent with and accompanying sealed bid**:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above **as a matter of responsiveness** (see 49 CFR 26.53(3)).

Nondiscrimination

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Harris County deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Ligated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible.

Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Prompt Payment

Subcontractor and Supplier Payments: In accordance with Texas Government Code, Title 10 Chapter 2251 Sec. 2251.022, the Contractor shall provide payment to each Subcontractor and Supplier within ten (10) calendar days after receiving payment from Harris County CSD for amounts previously invoiced for work performed or materials furnished under the Contract. Subcontract payment provisions shall require payments to subcontractors within ten (10) calendar days after the prime Contractor received payment from Harris County CSD. Interest on late payments is subject to the provisions of Texas Government Code, Title 10, Chapter 2251, Vernon's Texas Codes Annotated regarding payments to subcontractors. Under Sec. 2251.023, subcontractors are also required to make payments to their subcontractors no later than the 10th day after the date the subcontractor receives payment from Contractor. Failure to pay subcontractors within 10 days and/or failure to submit appropriate certification of subcontractor payment will be considered in the review of the Contractor's performance of the contract and may result in the withholding of payment to the Contractor.

Retainage: Harris County CSD does not normally require retainage on contracts other than contracts involving construction or installation of equipment or other components. If retainage is required, the Contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Harris County CSD has also established the following additional mechanisms to ensure prompt payment and will include it in all contractual agreements.

Billing Disputes: If a payment dispute arises between the Contractor and any Subcontractor or Supplier related to this Contract, the Contractor shall provide a written response to the Subcontractor or Supplier, with a copy to the Project Manager, specifically addressing any disputed amounts. The Contractor should resolve all disputed invoices at the earliest time to avoid a delay in the submission of required subcontractor/supplier payment certifications that could delay payment to the Contractor. In the event that the Contractor cannot resolve a subcontractor or supplier disputed invoice, the Contractor shall bring the matter to the attention of the Contracting Officer at the time of submitting the Contractor's invoice for payment. The Project Manager will investigate the situation and make a determination whether the Contractor's invoice should be processed for payment without the required subcontractor or supplier certification. The Project Manager will not mediate the dispute between the Contractor and any subcontractor or supplier in the resolution of disputed invoices. At no time will the Contractor invoice Harris County CSD for amounts in dispute without prior notification to the Project Manager.

Subcontractors: The Contractor shall not, without the written consent of Harris County CSD, terminate a subcontractor, or replace a subcontractor previously listed or permit such subcontract to be assigned or transferred, or allow that portion of the work to be performed by anyone other than the listed subcontractor, except the Contractor may perform a previously subcontracted portion of the work itself with qualified personnel upon written approval from Harris County CSD. After award, the Contractor shall not enter into a subcontract for work to be performed without prior notification to Harris County CSD. At no time will the

Contractor invoice Harris County CSD for amounts pertaining to subcontractors terminated or substituted without prior approval.

ADA ACCESS

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and U.S. Department of Transportation regulations, “Americans with Disabilities Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. Contractor also agrees to comply with any implementing requirements FTA may issue.

Contractor understands that it is required to include the above clauses in all subcontracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the County deems appropriate.

ACKNOWLEDGEMENT

BY SIGNING BELOW, I declare **LA PORTE**, has duly authorized me to acknowledge and bind its compliance with the required contract clauses above in this section. It is also understood the clauses above in this section are to be made part of the Agreement or any subcontract under the Agreement between **HARRIS COUNTY** and **LA PORTE** for the work described herein.

Authorized Signature

Date

Company

Title



La Porte agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

La Porte must submit to the County the appropriate Buy America certification (below) and with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Please indicate your selection below:

- La Porte hereby certifies that it will comply with Title 49 U.S.C Section 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5 by only installing steel, iron, and manufactured products produced in the

United States of America. La Porte further agrees that it will submit documentation to the County that demonstrate all steel and manufactured products are 100% manufactured in the United States.

- La Porte hereby certifies that it cannot fully comply with the Buy America preferences of Title 49 U.S.C Section 5323(j)(1) and CFR Part 661.5; La Porte therefore requests a waiver for an exception per Title 49 U.S.C Section 5323(j)(2)(A), 4323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR Part 661.7.

Authorized Signature

Date

Company

Title



APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language

in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

La Porte certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, La Porte understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Authorized Official

_____ Name and Title of Authorized Official

_____ Date

Exhibit G

PROJECT MAP



Legend

- Parcel
- Road
- City Center
- Boundary
- Drainage Ditch

Disclaimer: This product is for informational purposes and has not been prepared for or to be used for legal, engineering, or surveying purposes. It does not represent an endorsement or approval of any product or service. The user is encouraged to independently verify all information contained in this product. The City of La Porte makes no representation or warranty as to the accuracy of this product or its fitness for a particular purpose. Use user will accept the product "AS IS" WITH ALL FAULTS. (3) reserves all responsibility for the use thereof and (3) releases the City of La Porte from any claims, costs, or damages resulting therefrom.

City of La Porte
 824 W. Columbia Parkway
 La Porte, TX 77571
 (281) 474-5529
www.laportetx.gov

La Porte GIS Mapping

1" = 1,148'

THE STATE OF TEXAS §
 §

COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of _____, _____, with the following members present, to wit:

Ed Emmett	County Judge
Gene L. Locke	Commissioner, Precinct No. 1
Jack Morman	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

And the following members absent, to-wit _____, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF LA PORTE FOR THE SIDEWALK IMPROVEMENTS PROJECT

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Emmett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Locke	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

RECITALS:

THIS AGREEMENT, is made and entered by and between Harris County, a body politic and corporate under the laws of the State of Texas, herein called the "County," and the City of La Porte, a body politic and corporate under the laws of Texas, herein called, "La Porte."

WHEREAS, the County has received funds from the United States Department of Transportation (USDOT) administered through the Federal Transit Administration (FTA) under the Urbanized Area Formula Program (5307); and

WHEREAS, the primary purpose of the FTA 5307 Grant Program, pursuant to 49 U.S.C. 5307, is to make Federal resources available to urbanized areas for transit capital and operating assistance in urbanized areas and for transportation related planning; and

WHEREAS, the County and La Porte entered into an agreement on or around October 26, 2010 for the provision of Fixed Route Bus services within La Porte which provided that La Porte would construct certain transit stops, but did not provide for sidewalk improvements at such stops; and

WHEREAS, the County and La Porte desire to enter into a separate agreement whereby the County will grant FTA 5307 Grant funds to La Porte for the purpose of installing up to 4,400 linear feet of sidewalk improvements and 23 ADA ramps along Park Drive within the City of La Porte, collectively known as the "Project", which is an eligible activity under the rules and regulations regarding the FTA 5307 Grant Program; and

WHEREAS, the County wishes to engage La Porte to assist the County in utilizing the FTA 5307 Grant funds; and

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this Agreement are true and correct.

Section 2: The Executive Director of Harris County Community Services Department or his Designee is hereby authorized to execute an Agreement between Harris County and the City of La Porte for the partial funding of the Sidewalk Improvements Project, in the amount not to exceed \$285,600.00. The Agreement is attached hereto and made a part hereof for all purposes.

Section 3: The Harris County Community Services Department and its Director or his Designee are authorized to take such actions and execute such other documents as they deem necessary or convenient to carry out the purpose of this Agreement.



San Jacinto
to Virginia



Culvert Crossing
between Virginia
and Drive



Between Culvert
Crossing (Virginia)
and Driveway



Kansas to
Culvert Crossing



Kansas Culvert
Crossing South
of Utah



Idaho to Ohio



RPS klotz associates
40 Derry Hall, Suite 500, Houston, Texas 77079
281.581.7257 • email@rpsklotz.com • Texas PE Firm Reg. #1-929

CITY OF LA PORTE
PARK DRIVE
SIDEWALK IMPROVEMENTS

RPS Klotz Proj. No: 0127.018.000
Scale: H:1/20 V:1/4
Date: 07/08/2016

Exhibit
1 OF 2

MATCH LINE STA 26+50



Ohio to Bridge Approach



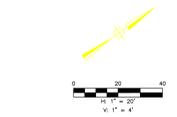
Bridge Approach (south)



Bridge Approach (north)



Nugent to Blackwell



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 40 Davy Anderson, Suite 500, Houston, Texas 77019
 281.589.7257 • email@rpsklotz.com • Texas PE Firm Reg. #11-929

CITY OF LA PORTE
PARK DRIVE
SIDEWALK IMPROVEMENTS

RPS Klotz Proj. No: 0127.018.000
 Scale: H:1/20 V:1/4
 Date: 07/08/2016

**Park Drive Sidewalk Improvements
100% Cost Estimate**

BASE BID					Engineers Estimate	
ITEM NO.	SPEC NO.	BID ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	AMOUNT
1	-	General Requirements (limit to 5% of total)	LS	1	\$16,000.00	\$16,000.00
2	00562	Preparation of Right of Way	LS	1	\$15,000.00	\$15,000.00
3	00103	Remove Existing Concrete Sidewalk and Curb	SY	18	\$8.00	\$144.00
4	00105	Concrete Sidewalk (6' Wide)	SY	2700	\$50.00	\$135,000.00
5	00105	Concrete Slotted Curb	LF	2980	\$8.00	\$23,840.00
6	00105	Curb Ramp (Type 7)	EA	3	\$1,500.00	\$4,500.00
7	00105	Curb Ramp (Type 12)	EA	1	\$2,000.00	\$2,000.00
8	00109	Concrete Driveway Replacement	EA	7	\$1,800.00	\$12,600.00
9	00340	Asphalt Pavement Repair	SY	250	\$40.00	\$10,000.00
10	00108	Adjust Valve Boxes to Grade	EA	2	\$500.00	\$1,000.00
11	00110	Roadside Ditch Regrading	LF	3500	\$7.50	\$26,250.00
12	00162	Block Sodding (16" Wide Sod)	SY	575	\$4.00	\$2,300.00
13	00164	Hydro-mulch Seeding	SY	13500	\$1.00	\$13,500.00
14	TxDOT 450	Pedestrian Rail	LF	110	\$90.00	\$9,900.00
15	00500	Relocate Existing Mail Boxes	EA	14	\$500.00	\$7,000.00
16	00500	Relocate Existing Roadway Signs	EA	11	\$500.00	\$5,500.00
17	00500	Install Pedestrian Advance Warning Signs	EA	13	\$500.00	\$6,500.00
18	00660	Reflectorized Pavement Markings for Crosswalks and Stop Bars (Type I) (24" White)	LF	1500	\$10.00	\$15,000.00
19	00671	Installation and Maintenance of Traffic Control Devices	LS	1	\$5,000.00	\$5,000.00
20	00501	Tree Protection	LS	1	\$5,000.00	\$5,000.00
21	00560	SWPPP Requirements (Silt Fence, Inlet Protection, Construction Entrances)	LS	1	\$10,000.00	\$10,000.00
22	-	Site Restoration	LS	1	\$10,000.00	\$10,000.00
BASE BID TOTAL						\$336,050.00

ADD. ALTERNATE NO. 1 - RETAINING WALL					Engineers Estimate	
ITEM NO.	SPEC NO.	BID ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	AMOUNT
1	32 32 23	Landscape Block Retaining Wall	SF	750	\$30.00	\$22,500.00
ADD. ALTERNATE NO. 1 TOTAL						\$22,500.00

ADD. ALTERNATE NO. 2 - FILL DITCH BETWEEN IDAHO ST. AND OHIO AVE.					Engineers Estimate	
ITEM NO.	SPEC NO.	BID ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	AMOUNT
1	33 41 15.01	24" HDPE Pipe	LF	95	\$60.00	\$5,700.00
2	00460	24" RCP	LF	70	\$80.00	\$5,600.00
3	00130	Fill Material	CY	430	\$5.00	\$2,150.00
4	00430	Connect Proposed Pipe to Existing Pipe	EA	6	\$500.00	\$3,000.00
5	00430	Area Drain Basins	EA	5	\$1,000.00	\$5,000.00
ADD. ALTERNATE NO. 2 TOTAL						\$21,450.00

CONTINGENCY (10%)						\$38,000.00
PROJECT TOTAL (INCLUDING ALTERNATES)						\$418,000.00

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>November 14, 2016</u>
Requested By: <u>Sharon Valiante</u>
Department: <u>Public Works</u>
Report: <input checked="" type="checkbox"/> Resolution: <input type="checkbox"/> Ordinance: <input type="checkbox"/>

Exhibits: 02 Summary of Vehicle Replacement

Exhibits: 03 Quotes

Exhibits _____

<u>Budget</u>	
Source of Funds: <u>Motor Pool/Gen.</u>	
Account Number: <u>009-7071-531-8050</u>	<u>001-6146-515-9050</u>
Amount Budgeted: <u>\$257,020.00</u>	
Amount Requested: <u>\$278,248.97</u>	
Budgeted Items: YES NO	

SUMMARY & RECOMMENDATION

The FY 2017 budget includes funding for the replacement of one (1) Gator (49-32), two (2) Fairway Mowers (49-43, 49-35), one (1) Gator with tool box (49-32), and one (1) Greens Mower for the Golf Course. In addition, one (1) EMS Ambulance Cab & Chassis was approved for replacement in FY 2017.

Competitive quotes were received through the Texas BuyBoard Purchasing Programs for equipment/vehicles eligible for replacement in the FY16 - FY17 Vehicle Replacement Program. The following vendors were selected from the Texas Association of School Board BuyBoard Program and the H-GAC BuyBoard.

VENDOR	BUDGET ITEM	BUDGETED	BID	USER
Deere & Co	1 Gator (49-32)	\$ 21,385.00	\$ 22,526.40 ¹	Golf
Deere & Co	2 Fairway Mowers (49-34,49-35)	\$ 89,759.00	\$102,416.00 ²	Golf
Deere & Co	1 Gator/Sprayer Combo (49-54)	\$ 23,120.00	\$ 17,968.48 ³	Golf
Deere & Co	1 200 Gal Sprayer (49-55)	\$ 9,331.00	\$ 10,600.48	Golf
Deere & Co	1 Greens Mower (49-57)	\$ 33,451.00	\$ 30,262.61 ⁴	Golf
Mac Haik	1 EMS Ambulance Cab & Chassis/Remount (59-35)	\$ 79,974.00	\$ 94,475.00 ⁵	EMS
TOTAL		\$257,020.00	\$278,248.97	
Budgeted vs Actual			(\$21,228.97)	EMS (\$14,501) & Golf (\$6,727.97)

¹No trade in; gator being retained for service in Public Works

²reflects \$10,000 trade-in allowance deducted (\$5,000 each unit)

³reflects \$ 3,500 trade-in allowance deducted

⁴reflects \$ 1,000 trade-in allowance deducted

⁵reflects \$ 5,000 trade-in allowance deducted

*Note: Pricing for Golf equipment is good thru November 18, 2017; orders placed after November 18, 2016 could see a price increase of 2.5% ; Pricing for Ambulance Cab & Chassis/Remount is good thru November 24, 2016

Miscellaneous:

- The Golf Course equipment to be purchased with this agenda request will replace existing equipment that are now at the end of their service lives, except that 49-32 will be retained for use in Public Works for herbiciding alleyways. PW will begin paying lease fees to replace this equipment in the future.
- The EMS Ambulance Cab & Chassis remount to be purchased with this agenda will replace an existing truck that has a history of maintenance and performance issues. In addition, the ambulance remount requires the existing unit to go out of service for approximately three months prior while the entire unit is being prepared for final delivery.
- The “Budgeted” amount listed in the table for the replacement equipment/vehicle represents the total funds deposited by the Department through FY 2016 in the form of “lease fees” paid by the department over the lease term designated for each vehicle. Additional funding (\$3,727.97 & \$3,000) is provided through the Golf Course and Public Works budgets, respectively, for the Golf equipment. The additional funding (\$14,501.00) for the Ambulance (EMS) purchase is proposed to be funded by the contingency in the general fund and will require a budget adjustment to have the total amount of funding needed to purchase the unit.
- The Purchasing Division of the Finance Department has reviewed the recommendation for equipment purchases and is in support of this recommendation. Pricing was checked on BuyBoard Programs through TASB and H-GAC.

Action Required by Council:

Consider approval or other action to award purchase of six grounds maintenance equipment for the Golf Course to Deere & Company (\$183,773.97) and one ambulance cab & chassis with remount to Mac Haik (\$94,475.00).

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

**CITY OF LA PORTE
SUMMARY OF VEHICLE REPLACEMENTS
FISCAL YEAR 2016-17**

Account Number	Amount	Unit	Description
009-5059-522-8050	79,974	59-35	2009 F450 AMB Cab & Chasis
009-5252-521-8050	29,187	52-10	2011 Ford Police Interceptor
009-5253-521-8050	37,987	53-10	2009 Ford Police Interceptor
009-5253-521-8050	37,987	53-14	2010 Ford Police Interceptor
009-5253-521-8050	37,987	53-24	2010 Ford Police Interceptor
009-5253-521-8050	37,987	53-72	2009 Ford Police Interceptor
009-5256-521-8050	19,504	56-03	2010 Ford Fusion
009-5256-521-8050	19,504	56-04	2011 Ford Fusion
009-5256-521-8050	17,548	56-17	2007 Ford 1/2 Ton Pickup
009-5256-521-8050	32,258	56-25	2010 Ford Expedition
009-5258-521-8050	37,987	58-42	2008 Chevy Impala Interceptor
009-6049-551-8050	4,403	49-17	2011 Spreader
009-6049-551-8050	10,608	49-20	2011 326 Z-Turn
009-6049-551-8050	10,610	49-27	2012 326 Z-Turn
009-6049-551-8050	10,610	49-28	2013 326 Z-Turn
009-6049-551-8050	6,682	49-29	2011 Core Harvester
009-6049-551-8050	21,385	49-32	2011 Truckster
009-6049-551-8050	44,876	49-34	2011 Fairway Mower
009-6049-551-8050	44,883	49-35	2011 Fairway Mower
009-6049-551-8050	8,055	49-50	2004 Fairway Aerator
009-6049-551-8050	23,120	49-54	2005 John Deere Truckster/Sprayer Combo
009-6049-551-8050	9,331	49-55	2005 John Deere 200 gal. Sprayer
009-6049-551-8050	33,451	49-57	2011 Greens Mower
009-6049-551-8050	9,392	49-86	2001 Aerway Turf Slicer
009-6147-515-8050	18,655	New	2017 Pickup Truck
009-7071-531-8050	228,000	New	Concrete Mixer
009-7071-531-8050	31,546	71-14	2006 Chevy 1 Ton 9Ft Flat Bed
009-7071-531-8050	91,561	71-33	2004 GMC Dump Truck
009-7071-531-8050	92,445	71-59	2004 Ford 750 Dump Truck
009-7072-532-8050	21,288	72-14	2004 Chevy 1/2 Ton Pickup w/Lift
009-7074-534-8050	32,417	74-18	2005 Ford 1 Ton With Service Body
009-8080-552-8050	31,922	80-17	2006 Chevy 1 Ton With Service Body
009-8080-552-8050	17,093	80-29	2004 Chevy 1/2 Ton Pickup
009-8080-552-8050	14,104	80-71	2009 Kubota Z-Turn 326P
009-8080-552-8050	14,104	80-98	2010 Kubota Z-Turn 326P
009-8082-551-8050	91,660	82-11	2006 Aero Elite Passenger Bus
009-7084-533-8050	17,287	84-18	2002 Chevy 1/2 Ton Pickup
009-7085-533-8050	33,690	85-38	2008 Chevy 1 Ton With Service Body
009-7086-532-8050	30,412	86-39	2008 Chevy 1 Ton With Service Body
009-7087-532-8050	18,654	87-14	2005 Ford 1/2 Ton Pickup
009-9092-524-5050	19,444	92-11	2004 Ford Escape
	\$ 1,429,598		



49-32

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
houstoncentral@brooksideusa.com

Quote Summary

Prepared For:
City Of La Porte Equipment Services
Mike Collins
2963 N 23rd St
La Porte, TX 77571

Delivering Dealer:
Brookside Equipment Sales
Brant North
7707 Mosley
Houston, TX 77017
Phone: 713-943-7100
bnorth@brooksideusa.com

TASB CONTRACT 447-14. MAKE PO OUT TO:
JOHN DEERE CO. 2000 JOHN DEERE RUN.
CARY, N.C. 27513. SEND COPY TO BRANT
NORTH FOR ORDER ENTRY PROCEDURES.
BNORTH@BROOKSIDEUSA.COM

Quote ID: 14183203
Created On: 12 October 2016
Last Modified On: 27 October 2016
Expiration Date: 18 November 2016

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE MY15 ProGator 2030A (Diesel) Contract: TX Ground Maint TASB 447-14 (PG 67) Price Effective Date: March 28, 2016	\$ 29,640.00	\$ 22,526.40 X	1 =	\$ 22,526.40
Equipment Total				\$ 22,526.40

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 22,526.40
Trade In	
SubTotal	\$ 22,526.40
Total	\$ 22,526.40
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 22,526.40

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 14183203 Customer Name: CITY OF LA PORTE EQUIPMENT SERVICES

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
houstoncentral@brooksideusa.com

JOHN DEERE MY15 ProGator 2030A (Diesel)

Contract: TX Ground Maint TASB 447-14 (PG 67)

Price Effective Date: March 28, 2016

Suggested List *

\$ 29,640.00

Selling Price *

\$ 22,526.40

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1414TC	ProGator 2030A (Diesel)	1	\$ 27,713.00	24.00	\$ 6,651.12	\$ 21,061.88	\$ 21,061.88
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	US/Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1139	Standard Front Tires 23x10.5-12 (4 PR)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1159	Standard Rear Tires 26x12-12 (4 PR)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1190	2WD Traction Unit	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2200	Factory Installed Auxiliary Hydraulics	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
9776	Cargo Box	1	\$ 1,927.00	24.00	\$ 462.48	\$ 1,464.52	\$ 1,464.52
Standard Options Total			\$ 1,927.00		\$ 462.48	\$ 1,464.52	\$ 1,464.52
Suggested Price						\$ 22,526.40	
Total Selling Price			\$ 29,640.00		\$ 7,113.60	\$ 22,526.40	\$ 22,526.40



49-54 : 49-55

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
houstoncentral@brooksideusa.com

Quote Summary

Prepared For:
City Of La Porte Equipment Services
Mike Collins
2963 N 23rd St
La Porte, TX 77571

Delivering Dealer:
Brookside Equipment Sales
Brant North
7707 Mosley
Houston, TX 77017
Phone: 713-943-7100
bnorth@brooksideusa.com

**TASB CONTRACT 447-14. MAKE PO OUT TO:
JOHN DEERE CO. 2000 JOHN DEERE RUN.
CARY, N.C. 27513. SEND COPY TO BRANT
NORTH FOR ORDER ENTRY PROCEDURES.
BNORTH@BROOKSIDEUSA.COM**

Quote ID: 14183469
Created On: 12 October 2016
Last Modified On: 19 October 2016
Expiration Date: 18 November 2016

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE MY15 ProGator 2030A (Diesel) Contract: TX Ground Maint TASB 447-14 (PG 67) Price Effective Date: March 28, 2016	\$ 28,248.00	\$ 21,468.48 X	1 =	\$ 21,468.48
JOHN DEERE HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A, 2030) Contract: TX Ground Maint TASB 447-14 (PG 67) Price Effective Date: March 28, 2016	\$ 13,948.00	\$ 10,600.48 X	1 =	\$ 10,600.48
Equipment Total				\$ 32,068.96

Trade In Summary	Qty	Each	Extended
2005 JOHN DEERE PROGATOR 2030A DIESEL - TC2030A050243 PayOff	1	\$ 3,500.00	\$ 3,500.00
Total Trade Allowance			\$ 0.00
Trade In Total			\$ 3,500.00

* Includes Fees and Non-contract items

Quote Summary

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Brookside
Equipment Sales, Inc.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
houstoncentral@brooksideusa.com

Equipment Total	\$ 32,068.96
Trade In	\$ (3,500.00)
SubTotal	\$ 28,568.96
Total	\$ 28,568.96
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 28,568.96

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Brookside
Equipment Sales, Inc.

Selling Equipment

Quote Id: 14183469

Customer Name: CITY OF LA PORTE EQUIPMENT SERVICES

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
houstoncentral@brooksideusa.com

JOHN DEERE MY15 ProGator 2030A (Diesel)

Contract: TX Ground Maint TASB 447-14 (PG 67)

Price Effective Date: March 28, 2016

Suggested List *

\$ 28,248.00

Selling Price *

\$ 21,468.48

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1414TC	ProGator 2030A (Diesel)	1	\$ 27,713.00	24.00	\$ 6,651.12	\$ 21,061.88	\$ 21,061.88
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	US/Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1139	Standard Front Tires 23x10.5-12 (4 PR)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1159	Standard Rear Tires 26x12-12 (4 PR)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1190	2WD Traction Unit	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2200	Factory Installed Auxiliary Hydraulics	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
9774	Throttle/Governor Control Kit	1	\$ 395.00	24.00	\$ 94.80	\$ 300.20	\$ 300.20
9778	Quick Connect Kit	1	\$ 140.00	24.00	\$ 33.60	\$ 106.40	\$ 106.40
Standard Options Total			\$ 535.00		\$ 128.40	\$ 406.60	\$ 406.60
Suggested Price							\$ 21,468.48
Total Selling Price			\$ 28,248.00		\$ 6,779.52	\$ 21,468.48	\$ 21,468.48

JOHN DEERE HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A,

Contract: TX Ground Maint TASB 447-14 (PG 67)

Price Effective Date: March 28, 2016

Suggested List *

\$ 13,948.00

Selling Price *

\$ 10,600.48

* Price per item - includes Fees and Non-contract items



JOHN DEERE



Selling Equipment

Quote Id: 14183469

Customer Name: CITY OF LA PORTE EQUIPMENT SERVICES

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
houstoncentral@brooksideusa.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
3765M	HD200 SelectSpray (For ProGators 2020A, 2020 and 2030A, 2030)	1	\$ 11,493.00	24.00	\$ 2,758.32	\$ 8,734.68	\$ 8,734.68
Standard Options - Per Unit							
0202	US/Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1004	Stainless Steel Centrifugal Pump	1	\$ 539.00	24.00	\$ 129.36	\$ 409.64	\$ 409.64
2003	Digital Manual Rate Controller for Centrifugal or Diaphragm Pump	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3000	18 Ft. Spray Boom w/ Electro-Hydraulic Lift	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
9000	Extended Range Flat-Fan Style Nozzle Package	1	\$ 173.00	24.00	\$ 41.52	\$ 131.48	\$ 131.48
9005	Flood Style Nozzle Package	1	\$ 194.00	24.00	\$ 46.56	\$ 147.44	\$ 147.44
9010	Low Drift Nozzle Kit	1	\$ 153.00	24.00	\$ 36.72	\$ 116.28	\$ 116.28
9050	Manual Reel and 200 Ft. of 1/2 In. Hose, Less Spraygun	1	\$ 1,211.00	24.00	\$ 290.64	\$ 920.36	\$ 920.36
9060	Spraygun	1	\$ 185.00	24.00	\$ 44.40	\$ 140.60	\$ 140.60
Standard Options Total			\$ 2,455.00		\$ 589.20	\$ 1,865.80	\$ 1,865.80
Suggested Price						\$ 10,600.48	
Total Selling Price			\$ 13,948.00		\$ 3,347.52	\$ 10,600.48	\$ 10,600.48



JOHN DEERE



49-57

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
houstoncentral@brooksideusa.com

Quote Summary

Prepared For:

City Of La Porte Equipment Services
Mike Collins
2963 N 23rd St
La Porte, TX 77571

Delivering Dealer:

Brookside Equipment Sales
Brant North
7707 Mosley
Houston, TX 77017
Phone: 713-943-7100
bnorth@brooksideusa.com

**TASB CONTRACT 447-14. MAKE PO OUT TO:
JOHN DEERE CO. 2000 JOHN DEERE RUN.
CARY, N.C. 27513. SEND COPY TO BRANT
NORTH FOR ORDER ENTRY PROCEDURES.
BNORTH@BROOKSIDEUSA.COM**

Quote ID: 14183096
Created On: 12 October 2016
Last Modified On: 19 October 2016
Expiration Date: 18 November 2016

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 2500B PrecisionCut Riding Greens Mower - Diesel Contract: TX Ground Maint TASB 447-14 (PG 67) Price Effective Date: February 2, 2016	\$ 41,135.01	\$ 31,262.61 X	1 =	\$ 31,262.61
Equipment Total				\$ 31,262.61

Trade In Summary	Qty	Each	Extended
2011 JACOBSEN Greensking IV Diesel - 062304	1	\$ 1,000.00	\$ 1,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 1,000.00
Trade In Total			\$ 1,000.00

* Includes Fees and Non-contract items	Quote Summary
	Equipment Total \$ 31,262.61
	Trade In \$ (1,000.00)
	SubTotal \$ 30,262.61
	Total \$ 30,262.61
	Down Payment (0.00)

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
houstoncentral@brooksideusa.com

Rental Applied	(0.00)
Balance Due	\$ 30,262.61

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE



Selling Equipment

Quote Id: 14183096

Customer Name: CITY OF LA PORTE EQUIPMENT SERVICES

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
houstoncentral@brooksideusa.com

JOHN DEERE 2500B PrecisionCut Riding Greens Mower - Diesel

Contract: TX Ground Maint TASB 447-14 (PG 67)

Suggested List *

Price Effective Date: February 2, 2016

\$ 41,135.01

Selling Price *

\$ 31,262.61

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1186TC	2500B PrecisionCut Riding Greens Mower - Diesel	1	\$ 40,695.00	24.00	\$ 9,766.80	\$ 30,928.20	\$ 30,928.20
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other countries (English/Spanish)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1022	(3) Smooth Tires and Wheels (20x10.00-10) 2 ply	1	\$ 11.00	24.00	\$ 2.64	\$ 8.36	\$ 8.36
1203	(3) Quick Adjust 5 (QA5) Eleven Blade 22 In. (55.9 cm)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1302	(3) 22 In. 2 In. (5 cm) Diameter Wide Tube/Hollow Smooth Front Rollers	1	\$ -198.00	24.00	\$ -47.52	\$ -150.48	\$ -150.48
1400	(3) Cutting Unit ONLY Counter Weight Kit	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1602	(3) 22 In. 2 In. (5 cm) Diameter Wide Tube/Hollow Smooth Rollers	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2009	Standard Seat	1	\$ 437.00	24.00	\$ 104.88	\$ 332.12	\$ 332.12
3202	(3) 22 Inch Cutting Unit Attaching Yokes and direct mounted (Bullhorn) Molded One-Piece Grass Catchers	1	\$ -115.00	24.00	\$ -27.60	\$ -87.40	\$ -87.40
9756	(3) Smooth Roller Scrapers	1	\$ 45.00	24.00	\$ 10.80	\$ 34.20	\$ 34.20
Standard Options Total			\$ 180.00		\$ 43.20	\$ 136.80	\$ 136.80
Dealer Attachments/Non-Contract/Open Market							
BM19746	Light Kit, Front	1	\$ 260.01	24.00	\$ 62.40	\$ 197.61	\$ 197.61
Dealer Attachments Total			\$ 260.01		\$ 62.40	\$ 197.61	\$ 197.61



JOHN DEERE

Brookside
Equipment Sales, Inc.

Selling Equipment

Quote Id: 14183096 **Customer Name:** CITY OF LA PORTE EQUIPMENT SERVICES

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
houstoncentral@brooksideusa.com

Suggested Price				\$ 31,262.61
Total Selling Price		\$ 41,135.01	\$ 9,872.40	\$ 31,262.61



49-34 : 49-35

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
houstoncentral@brooksideusa.com

Quote Summary

Prepared For:
City Of La Porte Equipment Services
Mike Collins
2963 N 23rd St
La Porte, TX 77571

Delivering Dealer:
Brookside Equipment Sales
Brant North
7707 Mosley
Houston, TX 77017
Phone: 713-943-7100
bnorth@brooksideusa.com

**TASB CONTRACT 447-14. MAKE PO OUT TO:
JOHN DEERE CO. 2000 JOHN DEERE RUN.
CARY, N.C. 27513. SEND COPY TO BRANT
NORTH FOR ORDER ENTRY PROCEDURES.
BNORTH@BROOKSIDEUSA.COM**

Quote ID: 14183554
Created On: 12 October 2016
Last Modified On: 19 October 2016
Expiration Date: 18 November 2016

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 7700A PrecisionCut Fairway Mower Contract: TX Ground Maint TASB 447-14 (PG 67) Price Effective Date: February 2, 2016	\$ 73,852.05	\$ 56,208.00 X	1 =	\$ 56,208.00
JOHN DEERE 7700A PrecisionCut Fairway Mower Contract: TX Ground Maint TASB 447-14 (PG 67) Price Effective Date: February 2, 2016	\$ 73,852.05	\$ 56,208.00 X	1 =	\$ 56,208.00
Equipment Total				\$ 112,416.00

Trade In Summary	Qty	Each	Extended
2011 JOHN DEERE 7700 PRECISIONCUT FAIRWAYMWR - 1TC7700XJBT040039 PayOff	1	\$ 5,000.00	\$ 5,000.00
Total Trade Allowance			\$ 5,000.00
2011 JOHN DEERE 7700 PRECISIONCUT FAIRWAYMWR - 1TC7700XCBT040043 PayOff	1	\$ 5,000.00	\$ 5,000.00
Total Trade Allowance			\$ 5,000.00
Salesperson : X _____			Accepted By : X _____



JOHN DEERE

Brookside
Equipment Sales, Inc.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
7707 Mosley
Houston, TX 77017
713-943-7100
houstoncentral@brooksideusa.com

Trade In Total

\$ 10,000.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 112,416.00
Trade In	\$ (10,000.00)
SubTotal	\$ 102,416.00
Total	\$ 102,416.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 102,416.00

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



Selling Equipment

Quote Id: 14183554 Customer Name: CITY OF LA PORTE EQUIPMENT SERVICES

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
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2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

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JOHN DEERE 7700A PrecisionCut Fairway Mower

Contract: TX Ground Maint TASB 447-14 (PG 67)

Price Effective Date: February 2, 2016

Suggested List *

\$ 73,852.05

Selling Price *

\$ 56,208.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1421TC	7700A PrecisionCut Fairway Mower	1	\$ 67,590.00	24.00	\$ 16,221.60	\$ 51,368.40	\$ 51,368.40
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other countries (English/Spanish)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1191	Factory Installed 4WD Traction Unit	1	\$ 4,592.00	24.00	\$ 1,102.08	\$ 3,489.92	\$ 3,489.92
1208	(5) Quick Adjust 7 (QA7) Eight Blade 22 In. Cutting Units	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1305	(5) 22 In. 3 In. (7.6 cm) Diameter Heavy Duty Grooved Disc Front Rollers	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1401	(5) QA7 Cutting Unit ONLY Counter Weight Kit	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
9756	(5) 22 In. Smooth Roller Scrapers	1	\$ 210.00	24.00	\$ 50.40	\$ 159.60	\$ 159.60
9764	Canopy	1	\$ 558.00	24.00	\$ 133.92	\$ 424.08	\$ 424.08
Standard Options Total			\$ 5,360.00		\$ 1,286.40	\$ 4,073.60	\$ 4,073.60
Dealer Attachments/Non-Contract/Open Market							
AMT 2967	Smooth Front Roller Kit (Non Contract Deere)	5	\$ 180.41	15.08	\$ 27.21	\$ 153.20	\$ 766.00
Dealer Attachments Total			\$ 180.41		\$ 27.21	\$ 153.20	\$ 766.00
Suggested Price							\$ 56,208.00
Total Selling Price			\$ 73,130.41		\$ 17,535.21	\$ 55,595.20	\$ 56,208.00



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Suggested Price

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Total Selling Price

\$ 73,130.41

\$ 17,535.21 \$ 55,595.20 \$ 56,208.00



August 24, 2016

Ray Nolen
Chief
La Porte EMS
E-mail: nolenr@laportetx.gov

Quote # 10894B

Chief Nolen,

Per your request we are quoting remounting and refurbishing your Frazer Type I 14' Generator Powered Module E-2217, onto a 2017 Dodge 4500 6.7L diesel chassis w/ a Liquid Spring suspension system. For your convenience all pricing has been itemized below.

Frazer Type I 14' Generator Powered Module E-2217	
2017 Dodge 4500 6.7L diesel chassis with steel wheels	\$ 48,500.00
LiquidSpring suspension system for Dodge Ram 4500 (2014-2017) - tie in to stud in console instead of VSIM	\$ 10,000.00
<i>Note - LiquidSpring user interface panel wired to the chassis, mounted in the cab of a Dodge 4500 on the dash to the driver's side of the steering wheel</i>	
Heat shielding for diesel chassis	\$ 1,000.00
Remount of Module (see Incl. Items below)	\$ 18,000.00
Chassis Exterior Upgrades	\$ 4,350.00
Chassis Interior Upgrades	\$ 3,525.00
Module Exterior Upgrades	\$ 9,800.00
Module Interior Upgrades	\$ 3,700.00
HGAC fee (contract AM10-14)	\$ 600.00
Chassis Trade In of 2012 Ford F-450 diesel chassis with approximately 98,500-99,000 miles (VIN: 1FDUF4GT1CEA71881)	\$ -5,000.00
Total \$	94,475.00

Items included in above total:

Chassis Exterior Upgrades:

1 . Items included in remount fee:

- a) Furnish & install black Ranch Hand grille guard
- b) (2) Whelen M4 grille lights w/ clear lenses

Layout: Blue-Red

- c) (2) Whelen M4 intersects on 45 degree brackets w/ clear lenses

Layout: Red-Blue

d) Frazer aluminum rear window pass through plate		
e) (2) New 125A & 150A Mega fuses with new wiring		
f) Stripe new chassis to match module		
g) New mounting rubber		
h) New tie downs & spacers		
i) VHB Tape		
j) Furnish & install Backup alarm		
k) Mudflaps		
l) This unit needs to be weighed and a weight slip provided to the customer		
m) Fuel with diesel to verify fuel flow		
n) Issue temporary license plate		
o) Wash Unit		
p) Route chassis exhaust at 90 degrees under generator compartment.		
q) Make old chassis road ready		
1. Install rear mud flaps on chassis		
2. Install rear BTT lights		
3. Customer will pick up old chassis as soon as its ready		
4. Remove license plate on rear of module and keep w/ old chassis		
r) Unit will recieve state inspection		
2 . Furnish & install two (2) red Whelen M4 intersect lights with clear lenses; (1) on each fender	\$	400.00
Sync flash pattern -blues to flash at the same time and reds to flash at the same time- verify with customer		
3 . Furnish & install two (2) cast in-bumper speakers in lieu of speakers on the grille guard	\$	550.00
4 . Furnish & Install stainless steel wheel covers	\$	incl
5 . Furnish and install dual buell 10" and 12" air horns (with new air tank) on center bar of grille guard, reconnect to existing 1.9CFM fast recovery compressor below the front I/O, and Truck/Airhorn switch at the console	\$	1,150.00
Match location on X-1059		
6 . Furnish & install Arc Rite running boards with SureGrip from ArcRite	\$	900.00
7 . Furnish and install Federal Signal Rumbler with switch at console.	\$	\$1,050.00
8 . Remove and reinstall white puck antenna on chassis roof for GPS Opticom system base in electrical compartment. Wire ON with primary switch, disabled with park	\$	300.00
9 . Chassis will remain Dodge white PW7		
	Total \$	4,350.00

Chassis Interior Upgrades

10 . Furnish & install pinned powder coated aluminum six position console	\$	incl.
a) Slot 1 – Furnish & install MDT plate with swivel moved forward and centered.	\$	450.00
b) Slot 2– Remove and reinstall Motorola Q5 self contained radio and existing brackets in a new radio plate and speaker on front of the console, Mic D/S slot 1	\$	350.00
c) Slot 3 – Remove and reinstall one Motorola XPR 5550 radio head and existing brackets in a new radio plate, reconnect with existing cable to base in electrical compartment- Mic P/S slot 3.	\$	350.00

NOTE: If possible please make radio head flush with console.

Radio has built in speaker. Shipping loose additional speaker from console on old chassis

d) Slot 4 – Furnish & install new Whelen 295HFSC9 siren in lieu of standard, w/ mic on passenger's side of console slot 4 and Tap 2	\$	250.00
e) Slot 5/6 – Furnish & install new double slot switch panel	\$	incl.
Switch Layout: Primary, Secondary, Truck/Airhorn, Rumbler, Blank, Blank, Blank, Interior light, Rear load, Side scene, Side scene, Start/Stop		
11 . Remove & reinstall (2) large aluminum map holders on rear of console	\$	50.00
12 . Furnish and install (2) yellow Streamlight 90513 Survivor flashlights with charger-wire battery hot.	\$	600.00
Location: on floor chassis floor in front of console, one slides out toward passenger and one towards driver. Ensure that it doesnt interfere with radio speakers on front of console.		
13 . Furnish and install armrests at the console	\$	25.00
14 . Remove and reinstall 2 high glove box holder on the rear wall of the chassis	\$	50.00
Note: Please clean off glove box.		
15 . Remove and reinstall charge guard inside console wired to extra stud	\$	50.00
16 . Furnish and install 12VDC outlet on the passenger's side of the console towards the front - no medical diode isolator, wire to charge guard.	\$	150.00
17 . Furnish and install Voyager 7" quad view monitor in lieu of rearview mirror (ship factory rearview loose) reconnect to existing rear back up camera and conect to new in patient module camera.	\$	1,050.00
18 . Remove and reinstall docking station and adapter.	\$	150.00
	Total \$	3,525.00

Module Exterior Upgrades

19 . Items included in remount fee:		
a) Bring electrical shelf to standards; Install new ignition & fail safe solenoids on electrical shelf	\$	incl.
b) Full electrical check	\$	incl.
c) New passthrough rubber boot	\$	incl.
d) Replace all door compartment bumpers	\$	incl.
e) Replace weather stripping	\$	incl.
f) New ribbed rubber in all compartments (except electrical, generator & rear backboard compartment)	\$	incl.
g) Ensure front wall is grounded		
h) Furnish & install new fuel guards (discard old)		
i) Furnish and install lower BTT & backup LED's in existing treadbrite	\$	incl.
j) Replace marker lights (discard old)		
20 . Reconnect electric locks to chassis for side and rear entry doors, Front I/O and O2 compartment to work off the chassis key fob-no hidden switch	\$	550.00
21 . Furnish and install 3M diamond grade 2' x 2' white conspicuity squares on the inside of entry door panels	\$	250.00
22 . Replace selected pieces of damaged knicked striping on driver side and passenger side.	\$	200.00
23 . Furnish and install the following decals:		
a) Install CO stickers in three (3) locations		
b) Install one (1) NO SMOKING sticker on dash and ship one (1) loose		
24 . Furnish & install new rear entry door grabbers (discard existing)	\$	50.00
25 . Furnish & install new Onan 5.5kW generator with non permeable hoses, emissions canister kit and add new 10 gallon ECI fuel tank and fuel pump	\$	5,500.00

26 .	Furnish and install Zico 24-9 electric step. Make necessary modifications below side entry step well. (discard old electric step)	\$	2,700.00
27 .	Furnish and install backboard compartment door with D-ring latch with stainless threshold. Install conspicuity on door to match rest of module.	\$	550.00
28 .	Furnish and install LED compartment strip lighting with magnetic switching in front backboard, front I/O, rear storage, long lower, electrical, radio, O2 compartments.	\$	incl.
	Total	\$	9,800.00

Module Interior Upgrades:

29 .	Items included in remount fee:	\$	incl.
	a) Replace all non-skid material on threshold(s) with 3M non-skid material (discard existing)		
	b) Complete detail of module interior	\$	incl.
	1. Clean & wipe down lasco walls		
	2. Clean & wipe down floor of module		
	3. Clean & wipe down exterior & interior of cabinets	\$	incl.
	4. Clean & wipe down compartments and shelves	\$	incl.
	c) Air filter		
30 .	Furnish and install SSCOR 2310 suction with paddle release mounted on the stainless steel wall at the forward end of the action area 2" off the counter. Remove thermometer from low on the O2 stainless to accomodate suction. Reinstall higher up on stainless like previous remount.	\$	1,900.00
31 .	Replace gas shocks on CPR seat lid	\$	75.00
32 .	New gray Wise trim throughout module including squad bench cabinet - discard all arm knockers	\$	300.00
33 .	Furnish and install one (1) Streamlight SL-20X black LED flashlights in the module side entry step well-wire battery hot. Location same as X-942	\$	200.00
34 .	Ensure Power Load is working when unit is complete	\$	incl.
35 .	Furnish and install in patient module camera on passenger side rear coner.	\$	875.00
	a) Notch for inpatient module camera		
	b) Replace cieling lasco on passegger side.		
	c) Verify if there is a plate in cieling or not, if not please add.		
36 .	Furnish and install Acknowledge switch at rear doors for generator timed shut down circuit.	\$	incl.
37 .	Replace rear headknocker above rear entry doors	\$	350.00
	Total	\$	3,700.00

- 1 . This quote is valid for 90 days.
- 2 . All pricing is F.O.B. Houston.
- 3 . Please note, payment for the entire purchase is due upon receipt and acceptance of completed unit.
- 4 . Per TMVCC we are quoting this through our licensed franchise dealer, Mac Haik Dodge.
- 5 . Please make your purchase order out to Mac Haik Dodge Chrysler Jeep (11000 North Freeway Houston, TX 77037). Please email a copy of your purchase order and this quote to David Sheehy with Mac Haik Dodge Chrysler Jeep at dsheehy@machaikdcj.com and to Adam Fischer at sales@frazierbilt.com.

- 4 . Frazer will provide a weight slip with accompanying scale calibration certification. Your local vehicle registration office may require a state certified weight slip for registration. Should that be the case, you will need to weigh the vehicle at a local weigh station that provides a weight slip with the department of agriculture seal prior to registration.
- 5 . To minimize delays, customer provided items should be present prior to unit production start.
- 6 . Please remove your Onan generator prior to remount delivery at Frazer.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,



Erika Fullick
Inside Sales Representative
Frazer, Ltd.

LGR:EF

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>November 14, 2016</u>
Requested By: <u>Rosalyn Epting</u>
Department: <u>Parks & Recreation</u>

<u>Appropriation</u>
Source of Funds: <u>015</u>
Acct Number: <u>015-8080-552-1100</u>
Amount Budgeted: <u>\$100,000</u>
Amount Requested: <u>\$52,949.52</u>
Budgeted Item: <u>YES</u> NO

Report: _____ Resolution: _____ Ordinance: _____

Exhibits: GameTime Quote
Lomax Playground Rendering
Lomax Playground Aerial Plans
Tom Brown Playground Rendering
Tom Brown Playground Aerial Plans
Email with Deadline Extension
Buy Board Certification

SUMMARY & RECOMMENDATION

This fiscal year the budget includes \$100,000 total for two playgrounds, Lomax Park and Tom Brown Park. Historically, when there is more than one playground being replaced, staff will purchase one, install it, and then purchase the other one at a later time once the first playground is complete. However, when looking into playgrounds the City was notified of a grant from GameTime that is guaranteed until the funds run out. Therefore, staff is looking at purchasing both playgrounds at the same time to get the best value for our dollars.

With the budget for equipment, GameTime will be able to match the City on the play structures only. The match does not include any additional separate pieces (like swing sets, balance beams, etc.), ground cover, or playground border. The match is on a sliding scale, so if only one playground was ordered at a time, the match would be somewhere around 30-35% and chances are the City would only be able to use the grant for one playground because GameTime would run out of funds by the time the second playground was ordered. In order to receive the grant, the entire balance must be paid by cash or check at the time of the order. After speaking with Purchasing, this is possible so that the City can participate in the grant. Please note that the deadline on the quote states November 13th, but there is an email in the exhibits that confirms a deadline extension until November 23rd.

Staff would like to order both playgrounds at the same time and get the matching grant. With this grant the City will be able to get a shade structure over a portion of the playground set at Lomax. The grant covers the shade structure as well because it is attached to the play structure, not a separate standalone item. The attached exhibits show the playgrounds proposed for installation. The colors are changeable.

The value of the eligible play equipment is \$84,201. The total grant amount from GameTime actually exceeds 50% and has a total value of \$42,464.66.

The additional funds that are remaining after the purchase of the playground equipment will be used for playground borders, engineered wood fiber (fall surfacing), picnic tables, garbage cans, and new swing seats/paint for the existing swing sets that are remaining.

Staff recommends Council approval of the playground equipment purchase in the amount of \$52,949.52 with GameTime for playground equipment at Lomax Park and Tom Brown Park.

Action Required by Council:

Consider approval or other action to purchase playground equipment in the amount of \$52,949.52 for Lomax Park and Tom Brown Park.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



by Total Recreation Products, Inc.
 17802 Grant Road Cypress, Texas 77429
 Phone: 281-351-2402
 Toll Free: 800-392-9909
 Fax: 281-351-2493

QUOTE
 #76051

11/03/2016

TM-10109-16 Rev 1 City of La Porte - Lomax & Tom Brown Park

City of LaPorte
 Attn: Rosalyn Epting
 1322 South Broadway
 La Porte, TX 77571
 Phone: 281-470-7275
 eptingr@laportetx.gov

Ship To Zip: 77571

Quantity	Part #	Description	Unit Price	Amount
Lomax Park				
1	RDU	Game Time - TM-10109-16-2A1 PT15504 Unit w/Integrated Shade	\$56,000.00	\$56,000.00
1	GRANT	Game Time - <u>GameTime Grant Matching Funds</u>	(\$27,975.00)	(\$27,975.00)
1	564	Game Time - Curved Balance Beam	\$626.00	\$626.00
Tom Brown Park				
1	RDU	Game Time - TM-10109-16-2A2 PT15489 Unit	\$28,201.00	\$28,201.00
1	GRANT	Game Time - <u>GameTime Grant Matching Funds</u>	(\$14,100.50)	(\$14,100.50)
1	564	Game Time - Curved Balance Beam	\$626.00	\$626.00
1	RDU	Game Time - 2 Bay PrimeTime Swing, (1) Zero-G Chair, (1) Belt Seat, (1) Expression Swing	\$3,564.00	\$3,564.00

Freight Calculated to 1302 South Broadway, La Porte, TX 77571

SubTotal: \$46,941.50
 Discount: (\$389.16)
 Estimated Freight: \$6,397.18
Total Amount: \$52,949.52

Equipment Only; Installation **NOT** included.

*Surfacing is **NOT** included. Per ASTM / CPSC standards, adequate safety surfacing is required underneath play equipment with a critical fall height

Highlighted line items eligible for 50% grant

DUE TO FLUCTUATING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER. PLEASE FEEL FREE TO CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.

Total grant amount is \$42,464.66.
 Grant amounts are underlined in green.

100% funds match for payment in full at the time of your order. GRANT MATCHING FUNDS ARE AVAILABLE THROUGH NOVEMBER 13, 2016 OR UNTIL EXHAUSTION OF FUNDS.
 Contract: Buy Board Contract #512-16

Important Terms & Conditions - Please Review

To place an order, you must provide this Price Quotation, signed by an authorized purchaser, with a check made payable to GameTime for the full amount of the order.

11/03/2016

This quotation explicitly excludes any and all items not expressly specified or identified above. No other product, equipment, or service is included, regardless of any Contract Document, Contract Section, Plans, Specifications, Drawing, or Addendum. Delivery for most GameTime equipment is approximately 5-6 weeks after all order documents have been received and payment terms have been approved. A current, approved credit application is required for N30 terms. To place an order, you must provide a purchase order or a signed Total Recreation Products, Inc. (hereafter described as TRP) quote, assigned to GameTime. Neither general contractor nor subcontractor contracts can be accepted. Purchase documents that contain indemnity or hold harmless conditions cannot be accepted. Retainage is not permitted. The following must be received before your order can be processed: complete billing and shipping addresses, a contact name and phone #, and all color choices. Manufacturer's colors may vary from year to year. You are responsible for ensuring that any required submittal approvals are completed before placing your order for processing. TRP reserves the right to limit submittals to one copy. Shop drawings, blueprints, sepias, are not available. Closeout documents may be limited to GameTime or TRP standard issue. If Sales Tax Exempt, a copy of your tax exemption form or resale certificate must accompany your order, or any applicable sales tax, will be added to your invoice. Most GameTime products are shipped from the Ft. Payne, AL plant. GameTime cannot hold orders or store equipment. **Equipment is invoiced when shipped.** If a cash sale, your payment must be received in full before the order will be processed. Contractors must also provide copies of current, fully executed bid/performance/payment bonds, as applicable. Pricing shown does not include any charges for permits, bonding, prevailing wage, or additional insured certifications. Unless otherwise noted, any quantity of surfacing or playcurbs quoted has been calculated specifically for the equipment and layout shown. No additional surfacing or curbing is included, and no allowance has been made, for an unlevelled, convoluted or larger site, or for a different layout. Neither GameTime nor TRP is responsible for any surface, curbing, border, or drain that is provided by others. Also please confirm that your area is adequate for the equipment that you are purchasing.

Installation charges, if quoted, are for a "standard" installation unless specifically noted to be otherwise. Installation charges are due upon completion. Standard installations are based upon a soil work site, that is freely accessible by truck, (no fencing, tree/landscaping or utility obstacles, etc.), and level, (+/- 1-2% maximum slope). An accessible water source must be available to the installer. Any site work that is not expressly described is excluded. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply. **Standard installations generally require from 2-10 business days to complete, depending upon the amount and type of equipment, site conditions, weather, and the installer's schedule.** **Work may or may not be performed in consecutive days.** Playcurbs are staked in, not set in concrete. Engineered wood fiber and shredded rubber surfacings are spread, not compacted, rolled, or watered. Landscape timbers are not warranted. The Customer is responsible for locating and clearly marking all underground utilities in the installation area before any installation work can begin. The installer is not responsible for damages, repairs, or discontinuance of business due to damaged utilities. If applicable, sprinkler system locates, re-working and repairs are excluded from installation charges. Installation of all products, (equipment, borders, fall surfacing and amenities) are as quoted and approved by acceptance of quotes and drawings. As a precautionary measure, work in progress areas will be taped off at the end of the workday. Pier spoils from installation shall be spread at site, site will be left rough grade. The installer is not responsible for any damages or re-work resulting from after hours events or activities during the work in progress period. Temporary fencing is only provided by specific request, and additional charges will apply. Collectively and/or individually, not the manufacturer, TRP, their representatives, nor the installation company shall be held liable for any damages resulting from misuse, vandalism, or neglect. Any deviations from approved and accepted placement of all items, along with additional work, over and above quoted items, will be chargeable to the customer. Once work is completed the customer will be notified if present at the job site, and all responsibility of any new work will be transferred to the customer. The customer is responsible for maintaining the integrity of completed installation work until all components have seated and/or cured (concrete footings, etc.). **Your project site must be completely prepared and ready** to receive your equipment before any installation work begins. Acquisition of any and all permits is the sole responsibility of the customer. **Additional charges may be billed** for any extra hours or trips needed as a result of the work site not being ready. Neither the installation contractor, GameTime nor TRP will be responsible for delays caused by shortages, incorrect parts, weather conditions, other contractors, or lack of site readiness.

If you are receiving your equipment, you are responsible for unloading and accepting delivery from the freight company and reporting any damaged freight or shortages on the freight bill at the time. You will also be responsible for a complete inventory of your received equipment and reporting any discrepancies to us immediately. Neither the freight company nor the manufacturer will resolve shipment discrepancies that are not reported immediately. **Make sure that all items have been received before any type of installation work is scheduled.** The freight carrier will be instructed to call your designated contact 24 hours before delivery to arrange a delivery appointment.

Once accepted, orders can only be changed or canceled with the consent of GameTime and TRP, and on terms that will indemnify them against loss. Changed or canceled orders are subject to a \$100.00 service charge. Additionally, canceled orders are subject to a 25% restocking fee, plus freight charges (to and from). **Built-to-order equipment orders are non-cancelable.** Changes to orders that have been shipped and invoiced are subject to the above \$100.00 service charge plus additional restocking/return charges of 25%. Non-returnable items shall be charged at full invoice value. Any return transportation charges shall be for the Buyer's account. **Replacement parts** are also subject to the cancellation/returns policy. Please carefully review any research information that has been sent to you and confirm that you are ordering the correct replacement parts for your equipment. **This quotation is valid 30 days. After 30 days, please request an updated quote. Prices may be subject to material and fuel surcharges at the time of shipment and are subject to change without notice. Current prices will apply at the time of shipment.** Acceptance of this quote indicates your agreement to GameTime's credit terms, which are net 30 days, FOB shipping with approved credit. Any deviations from this proposal may invalidate the quoted pricing and/or terms.

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O TOTAL RECREATION.

11/03/2016

Please complete and return with your required form of payment:

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Facsimilie: _____

Purchase Amount: **\$52,949.52**

Order Information:

Bill To: _____

Ship To: _____

Company: _____

Company: _____

Attn: _____

Attn: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Email Address: _____

Email Address: _____

Tel: _____

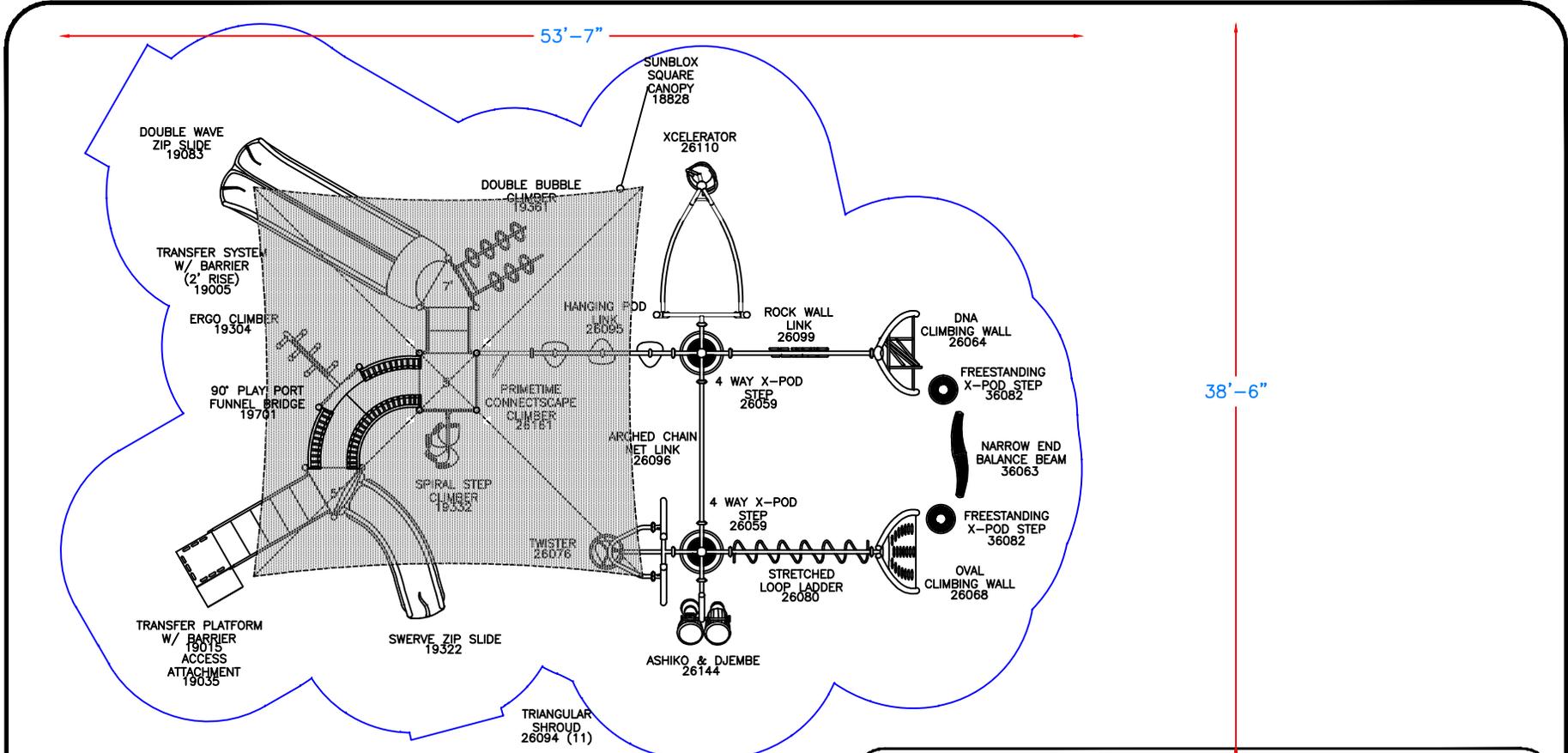
Tel: _____

Fax: _____

Fax: _____

For non-taxable purchases: Please also provide a copy of your Sales Tax Exemption Certificate or Resale Certificate.





The play equipment and layout comply with the applicable Department of Justice 2010 ADA Standards for Accessible Design. Also the play equipment design and connections have been reviewed and are compliant with ASTM F1487-11.

1. Arrows at deck corners indicate orientation of label on each upright. See upright label detail.
2. Owner/operator shall install and maintain protective surfacing within the use zone (U.S.) or protective surfacing zone (Canada) of all play equipment to comply with ASTM F1292, F1951, F2075, F2223, F2479, and F1487 (U.S.) or CAN/CSA Z614 (Canada).
3. Larger overall dimensions shown represent ASTM use zone and CSA protective surfacing zone. For Canadian installations only an additional 1.8m long no-encroachment zone is required beyond the protective surfacing zone of slides, track rides and other play equipment causing the user to be propelled forward.

Total Elevated Play Components	7		
Total Elevated Play Components Accessible By Ramp	0	Required	0
Total Elevated Components Accessible By Transfer	7	Required	4
Total Accessible Ground Level Components Shown	12	Required	2
Total Different Types Of Ground Level Components	4	Required	2

Minimum Area Required:
 Scale:
 This drawing can be scaled only when in an 11" x 17" format

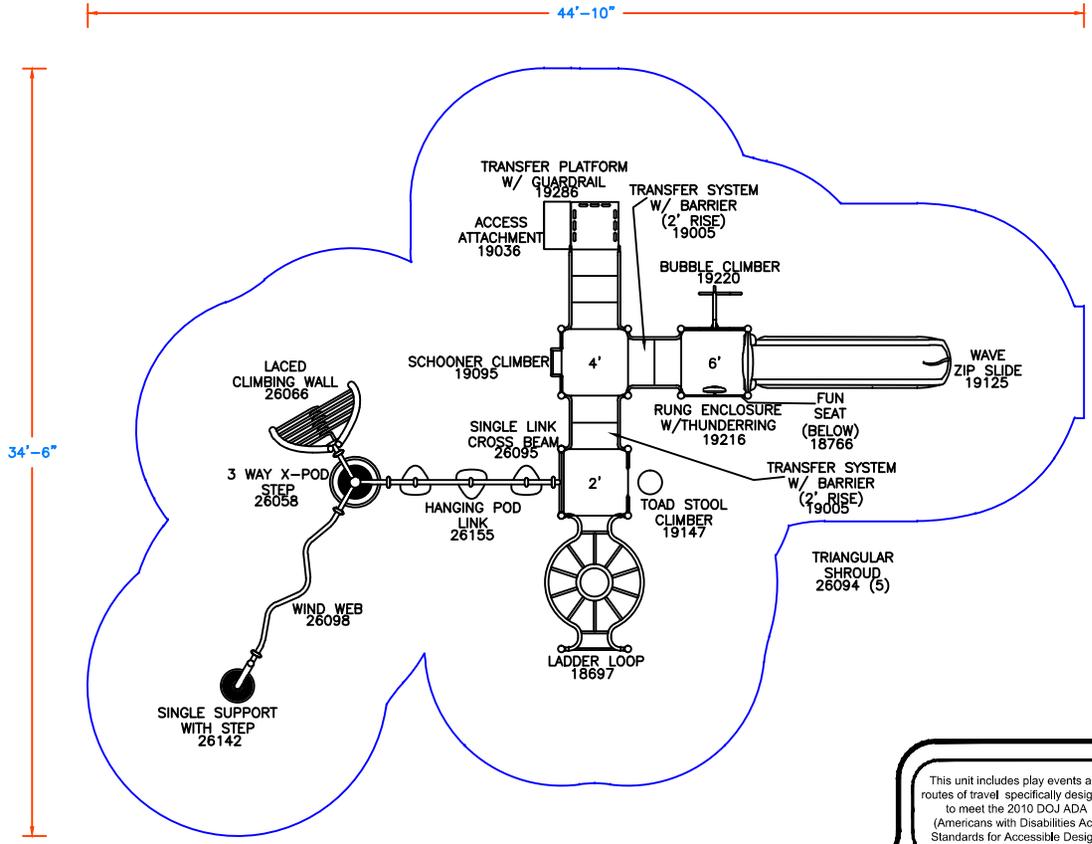
Drawn By:
 MG
 Date:
 10/25/2016
 GT Order #:
 TM-10109-16-2A1



City of La Porte - Lomax Park
 PT15504 Unit [MOD]
 La Porte, TX
 Representative
 Total Recreation Products, Inc.

This play equipment is recommended for children ages





This unit includes play events and routes of travel specifically designed to meet the 2010 DOJ ADA (Americans with Disabilities Act) Standards for Accessible Design.	Total Elevated Play Components	7		
	Total Elevated Play Components Accessible By Ramp	0	Required	0
	Total Elevated Components Accessible By Transfer	7	Required	4
	Total Accessible Ground Level Components Shown	4	Required	2
	Total Different Types Of Ground Level Components	4	Required	2



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com



City of La Porte - Tom Brown Park
PT15489 Unit
La Porte, TX
Representative
Total Recreation Products, Inc.

This play equipment is recommended for children ages
5-12

Minimum Area Required:
44' 10" x 34' 6"
Scale:
This drawing can be scaled only when in an 11" x 17" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
MG
Date:
10/26/2016
Drawing Name:
TM-10109-16-2A2

Epting, Rosalyn

From: Marissa Gonzalez <marissa@totalrecreation.net>
Sent: Thursday, November 03, 2016 10:01 AM
To: Epting, Rosalyn
Cc: tracy@totalrecreation.net
Subject: RE: [QUOTE] City of La Porte - Lomax & Tom Brown Park (TM-10109-16 Rev 1)

Rosalyn,

The quote has the actual deadline for our Grant. However, your request for extension has been received and awarded, and will extend until November 23rd. Please let us know if you have any additional questions!

Thank you,

Marissa Gonzalez

Total Recreation Products
Sales Assistant/Project Administrator
Harris, Fort Bend, and Waller County
17802 Grant Road
Cypress TX 77429
281-351-2402 X 107
Toll Free 1-800-392-9909
Fax 281-351-2493



Phone: 800-695-2919
 Fax: 800-211-5454
 Email: info@buyboard.com

Welcome **Cherell** [Log Off]

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 Catalog Pricing Only

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Vendors

Gametime/Total Recreation Products, Inc.[X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

Additional Searches:

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[Browse Contracts](#)

[Additional Resources](#)

Vendor Name: Gametime/Total Recreation Products, Inc.

Address: 17802 Grant Road
 Cypress, TX 77429

Phone Number: (281) 351-2403

Email: kelly@totalrecreation.net

Website: <http://www.gametime.com>

Federal ID: 74-2647681

Contact: Kelly O'Conner

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR: Yes

Contract Name: Parks and Recreation Equipment and Field Lighting Products and Installation

Contract Description: Playground, skate park, aquatic/waterpark equipment; safety surface products; park furnishing/fountains; shade canopies; lake/river/waterway docks; outdoor bleachers; scoreboards/marquees/signs; portable restrooms/shelters; service/repair & installation

Contract#: 512-16

Effective Date: 10/01/2016

Expiration Date: 09/30/2019

Payment Terms: Net 30 days

Delivery Days: 30

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: Texas Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20

States Served: Louisiana, Texas

Additional Info: EDGAR Compliance documents (2 CFR Part 200 & Appendix II) are included in the Vendor response document, and can be found in the Vendor Proposal File link near the bottom of the page.

Quote Reference Number: 512-16

Return Policy: 30 day return policy with 25% restocking fee plus freight, no returns on custom items

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Construction Services Advisory: [Click to view the Construction Related Goods and Services Advisory](#)

Proposal Files: [Click to view Vendor Proposal Files Documents](#)

Contact us 800-695-2919

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	November 14, 2016	
Requested By:	Ray Nolen, EMS Chief	Source of Funds:
Department:	Emergency Services	General Fund (001)/ESD Fund (034)
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Account Number:
Other: <input type="radio"/>		001-5059-522-2090/034-5059-522-8021
Attachments :		Amount Budgeted:
		\$6,000.00/ \$63,000.00
1. <u>Vendor Quote - Physio - Control, Inc.</u>		Amount Requested:
2. <u>Sole Source Letter</u>		\$5,874.33/ \$51,729.00
		Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

SUMMARY & RECOMMENDATIONS

EMS requested funding during the FY2016-17 budget period to purchase the following medical treatment devices:

Fund - 001

- 3 – Physio-Control CR Plus Automated External Defibrillators - \$5,874.33 (Pricing corresponds to line items marked “A” in Quote)

Fund - 034

- 1 – Physio-Control LifePak 15 EKG/Defibrillator - \$35,769.15 (Pricing corresponds to line items marked “B” in Quote)
- 1 – Physio-Control LUCAS Chest Compression Device - \$15,774.85 (Pricing corresponds to line items marked “C” in Quote)
- 1 – Shipping & Handling - \$185.00

Total - \$57,603.33

These requested medical treatment devices will serve as replacements for current equipment being utilized by EMS personnel that is being phased out due to device age, condition and the receipt of notification by manufacturers that the continuance of a maintenance service agreement along with availability of parts and components for these current devices are either at or nearing end of life which ranges between 8 – 10 years.

Physio-Control, Inc. is the sole source provider in the Emergency Response Services for the following products:

- New LIFEPAK® 15 Monitor/Defibrillators
- New LUCAS® 2 Chest Compression Systems

La Porte EMS standardized utilizing Physio-Control, Inc. EKG/Defibrillators, LUCAS Chest

Compression Devices and CR Plus AED devices several years ago and has been extremely pleased with the performance and dependability of the respective lifesaving equipment.

An annual maintenance service agreement will need to be secured upon the expiration of the one (1) year factory warranties for the LifePak 15 and LUCAS devices.

CR Plus AED devices have an eight (8) year factory warranty.

Action Required of Council:

Consider approval or other action authorizing the purchase in the amount of \$57,603.33 for three (3) CR Plus AED Devices, one (1) LifePak 15 EKG/Defibrillator & one (1) LUCAS Chest Compression Device from a sole source provider.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



Physio-Control, Inc
 11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 fax 800.732.0956

To Chief Ray Nolen
 CITY OF LA PORTE EMS
 10428 SPENCER HWY
 LA PORTE, TX 77571
 (281) 471-9244 , ext 0050
nolenr@laportetx.gov

Quote Number 00057618
 Revision # 2
 Created Date 10/26/2016
 Sales Consultant Carlos Graubard
 FOB Redmond, WA
 Terms All quotes subject to credit approval and the following terms and conditions
 NET Terms NET 30
 Expiration Date 1/11/2017

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001373	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, MetHemoglobin, Bluetooth, Temp INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486 (one per order) , SERVICE MANUAL CD- 26500-003612 (one per order) and ShipKit- (RC Cable) 41577-000290 INCLUDED. HARD PADDLES, BATTERIES, CARRYING CASE NOT INCLUDED.	1.00	39,737.00	-5,165.81	34,571.19	34,571.19
11577-000004	Station Battery Charger - For the LP15	1.00	1,799.70	-233.96	1,565.74	1,565.74
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4.00	453.60	-58.97	394.63	1,578.53
11171-000017	Masimo SET LNCS Adult Reusable Sensor	1.00	325.00	-42.25	282.75	282.75
11171-000032	Rainbow DCI-DC8, Adult Reuse Sensor, 8 ft	1.00	1,013.00	-131.69	881.31	881.31
11996-000323	Masimo SET Red LNCS Patient Cable - 4 foot	1.00	206.00	-26.78	179.22	179.22
11160-000013	NIBP CUFF BAYONET-REUSEABLE,CHILD	1.00	24.00	-3.12	20.88	20.88
11160-000017	NIBP CUFF BAYONET-REUSEABLE,LARGE ADULT	1.00	33.00	-4.29	28.71	28.71
11996-000359	Temp Sensor, Skin Probe, High Dielectric, Disp (box of 20)	1.00	146.00	-18.98	127.02	127.02
11996-000360	Temp Sensor, Esophageal-Rectal, 9FR, Disp (box of 20)	1.00	156.00	-20.28	135.72	135.72
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE WHEN ORDERED WITH DEVICE: 11577-000001 Shoulder Strap	1.00	309.20	-40.20	269.00	269.00
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	1.00	54.60	-7.10	47.50	47.50
11260-000039	LIFEPAK 15 Carry case back pouch	1.00	79.20	-10.30	68.90	68.90
21996-000081	3G Modem (AT&T, customer has own data plan)	1.00	1,164.00	-151.32	1,012.68	1,012.68



B	Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	1.00	0.00	0.00	-5,000.00	-5,000.00
C	99576-000024	LUCAS 2.2 Chest Compression System INCLUDES BASE UNIT WITH BACK PLATE, CARRYING BAG, TWO (2) PATIENT STRAPS, STABILIZATION STRAP, 3 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	1.00	15,220.00	-1,978.60	13,241.40	13,241.40
C	11576-000060	LUCAS 2 Stand-alone Battery Charger	1.00	1,128.40	-146.69	981.71	981.71
C	11576-000039	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	2.00	712.40	-92.61	619.79	1,239.58
C	11576-000055	LUCAS 2 Power Supply Cord	1.00	358.80	-46.64	312.16	312.16
A	80403-000148	LIFEPAK CR Plus AED Kit Semi-automatic AHA voice prompt INCLUDES: 2PR QUIK-PAK PACING/DEFIBRILLATION/ECG ELECTRODES WITH REDI-PAK PRECONNECT SYSTEM, 1 CHARGE PAK, 1 AMBU MASK , 1 SOFT CARRY CASE AND 1 INSTALLED PROTOCOL CARD. COMPATIBLE WITH INFANT/CHILD REDUCED ENERGY DEFIBRILLATION ELECTRODES. 8YR WARRANTY.	3.00	2,195.00	-504.85	1,690.15	5,070.45
A	11101-000016	Electrode replacement infant/child reduced energy	8.00	115.50	-15.02	100.49	803.88

Subtotal	USD 57,418.33
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 185.00

Grand Total	USD 57,603.33
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Pricing Summary Totals	
List Price Total	USD 72,502.10
Total Contract Discounts Amount	USD 0.00
Total Discount	USD -10,083.77
Trade In Discounts	USD -5,000.00
Tax + S&H	USD 185.00

GRAND TOTAL FOR THIS QUOTE
USD 57,603.33

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number CG/00278206/113798

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Quote Number: 00057618

ADDRESS

11811 Willows Road NE
Redmond, WA 98052

PHONE

GENERAL
425 867 4000

TOLL-FREE
800 442 1142

www.physio-control.com

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® 2 Chest Compression System
- TrueCPR™ Coaching Devices

Physio-Control, Inc. is the sole-source provider in all markets for the following products and services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- PulsePoint Agency Services
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors

Physio-Control is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRAT™ MAC EMS Video Laryngoscope
- McGRATH MAC Disposable Laryngoscope Blades
- McGRATH X Blade™

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442.1142.

Sincerely,

PHYSIO-CONTROL, INC.



Allan Criss, Vice-President, Americas Sales

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	November 14, 2016	Appropriation	
Requested By:	Rene Valdez	Source of Funds:	IT Budget
Department:	Information Technology	Account Number:	001.6066.519.2093
Report: <input checked="" type="radio"/>	Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted:	\$183,000
Other: <input type="radio"/>		Amount Requested:	\$173,293.42
Attachments :		Budgeted Item:	<input checked="" type="radio"/> YES <input type="radio"/> NO

- 1. PCMG's BuyBoard Award Letter**
- 2. Quotes**

SUMMARY & RECOMMENDATIONS

The City of La Porte currently utilizes the State of Texas Department of Information (DIR) program to replace computer workstations throughout the City. The City has leased the computers with a refresh cycle every 3 years with newer models. Beginning in FY17, the Information Technology Department will be transitioning away from leasing computers and towards a purchase program with a refresh cycle every 5 years or as needed.

Staff plans to replace 136 computers this transition year. Information Technology Department will purchase 61 computers that were scheduled to be leased in fiscal year 15-16 but were deferred due to decision to purchase in fiscal year 2016-2017 and purchase 75 computers to replace those currently on lease, which expire in fiscal year 2016-2017.

Dell has partnered with PCMG (PCMall Gov) to provide service of purchasing the computers through PCMG. The equipment will be purchased through PCMG utilizing Buy Board Contract 498-15.

Action Required of Council:

Consider approval or other action to purchase 136 computers through PCMG (Buy Board Contract 498-15).

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 12, 2015

Sent Via E-mail: sarita.binsted@pcmg.com

Sarita Binsted
PCM Gov, Inc.
14120 Newbrook Drive Suite 100
Chantilly, VA 20151

Proposal Name & Number: Technology Equipment and Supplies, Software, Telecommunications Products, and Asset Disposal and Recovery No. 498-15

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective January 1, 2016. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To see the items your company has been awarded, please review the proposal tabulation No. 498-15 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

Vendor Quick Reference Sheet
Electronic Catalog Format Instructions
Vendor Billing Procedures

Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award therefore all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog including pricing. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact BuyBoard Procurement Staff at 800-695-2919.

Sincerely,

Arturo Salinas
BuyBoard Procurement Director

Optiplex 7040MT

338-BHUH	Intel Core i7-6700 Processor (Quad Core, 8MB, 8T, 3.4GHz, 65W)	1
412-AAGU	Mini Tower Processor Heatsink 65 Watt	1
619-AHKN	Win 10 Pro English, French, Spanish	1
630-AAPK	No Productivity Software	1
370-ACKD	16GB (2x8G) 2133MHz DDR4	1
400-AANO	3.5 inch 500GB 7200rpm Hard Disk Drive	1
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	1
325-BBRL	DVD+/-RW Bezel	1
429-AAJV	Tray load DVD Drive (Reads and Writes to DVD/CD)	1
658-BBTV	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	1
620-AAYW	Windows 10 Pro OS Recovery 64bit - DVD	1
575-BBBI	No Integrated Stand option	1
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	1
275-BBBW	Dell MS116 Wired Mouse, Black	1
634-BENZ	No DDP ESS Software	1
954-3465	No DDPE Encryption Software	1
817-BBBB	No FGA	1
210-AFGI	OptiPlex 7040 Mini Tower XCTO	1
385-BBCR	No Media Card Reader	1
329-BCSE	OptiPlex 7040 MT with 240W up to 85% efficient Power Supply (80Plus Bronze)	1
555-BBKH	No Bcom required	1
340-ARST	OptiPlex 7040 MT Placemat	1
387-BBEZ	ENERGY STAR Version 6.0	1
631-AASO	Intel vPro Technology Enabled	1
555-BBFO	No Wireless	1
555-BBFO	No Wireless	1
800-BBIO	Desktop BTO Standard shipment	1
401-AANH	2nd Hard Drive: not included	1
389-BHJV	Intel Core i7 vPro Processor Label	1
332-1286	US Order	1
329-BBJL	TPM Enabled	1
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	1
389-BCGW	No UPC Label	1
461-AABF	No CompuTrace	1
551-BBBJ	No Intel Responsive	1
422-0008	Dell Data Protection System Tools Digital Delivery/DT	1
640-BBDF	Adobe Reader 11	1
640-BBEV	Dell Data Protection Protected Workspace	1
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1
658-BBMQ	Enable Low Power Mode	1

658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	1
658-BBNH	Waves Maxx Audio	1
658-BBVM	MY DELL	1
658-BCUV	Dell Developed Recovery Environment	1
450-AAOJ	System Power Cord (Philipine/TH/US)	1
340-ARLY	Resource DVD contains Diagnostics and Drivers, 7040	1
389-BHMP	Reg Label, MT, MEX,EPA	1
817-BBBN	NO RAID	1
461-AABV	No Accessories	1
340-ARRJ	Shipping Material for System, Minitower, DAO	1
389-BBUU	Shipping Label for DAO	1
817-BBBC	Not Selected in this Configuration	1
470-AAJL	NO ADAPTER	1
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	1
997-6870	Dell Limited Hardware Warranty Plus Service	1
997-6895	ProSupport: Next Business Day Onsite 3 Years	1
997-6915	ProSupport: 7x24 Technical Support, 3 Years	1

T5810 Workstation

210-ACQM	Dell Precision Tower 5810 XCTO Base	1
338-BKDQ	Intel Xeon Processor E5-1620 v4 (4C, 3.5GHz, 3.8GHz Turbo, 2400MHz, 10MB, 140W)	1
412-AADM	Heatsink for single CPU T5810	1
619-AHKN	Win 10 Pro 64 English, French, Spanish	1
630-AAPK	No Productivity Software	1
340-AJFC	Kickstart Product Registration	1
422-0008	Dell Data Protection System Tools Digital Delivery/DT	1
525-BBCL	SupportAssist	1
640-BBES	Dell Precision Optimizer	1
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1
658-BBMQ	Enable Low Power Mode	1
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	1
658-BCUV	Dell Developed Recovery Environment	1
490-BCLM	AMD FirePro W7100 8GB (4 DP) (3 DP to SL-DVI adapters)	1
387-BBBE	No Energy Star	1
321-BCEQ	Dell Precision Tower 5810 825W TPM, BW	1
370-ACQV	32GB (4x8GB) 2400MHz DDR4 RDIMM ECC	1
634-BENZ	No DDP ESS Software	1
954-3465	No DDPE Encryption Software	1
403-BBGV	Integrated Intel AHCI chipset SATA controller (6 x 6.0Gb/s) - SW RAID 0/1/5/10	1
449-BBEF	C1 SATA 3.5 Inch, 1-2 Hard Drives	1
780-BBCJ	Non RAID	1
400-AAWR	500GB 3.5inch Serial ATA (7,200 Rpm) Hard Drive Fixed Precision Workstation	1
401-AADF	No Additional Hard Drive	1
401-AADF	No Additional Hard Drive	1
401-AADF	No Additional Hard Drive	1
411-XXXV	Boot drive or boot volume is less than 2TB	1
429-AANU	8x Half-Height BD-RE Drive	1
658-BBTV	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	1
510-BBBW	Sound Card Not Included	1
520-AADM	Internal Speaker	1
385-BBBL	No Media Card Reader	1
555-BBJO	No Additional Network Card Selected (Integrated NIC included)	1
817-BBBC	Not Selected in this Configuration	1
386-BBBE	No Dell Tera2 Remote Access host card for the Wyse P25 Zero Client	1
631-AAID	No Out-of-Band Systems Management	1
650-AAAJ	No Anti-Virus Software	1

580-AADS	Keyboard not included	1
570-AAAK	Mouse not included	1
461-AABV	No Accessories	1
520-AABF	No External Speaker	1
620-AALW	OS-Windows Media Not Included	1
637-AAAM	No Dell Backup and Recovery software	1
430-XXYU	Resource DVD not Included	1
340-AUKD	Placemat Documentation	1
470-AAKG	US 125V Power Cord	1
461-AAAB	Chassis Intrusion Switch	1
817-BBBB	No FGA	1
328-BBEO	Shipping Material for System	1
340-AEYP	SHIP,PWS,LNK,NO,NO,AMF	1
389-BFFO	MOD,LBL,REG,T5810,DAO	1
389-BFJR	Regulatory Label	1
389-BDCE	No UPC Label	1
389-BBRO	Intel Xeon Label	1
329-BBJL	TPM Enabled	1
332-1286	US Order	1
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	1
575-BBCH	No Stand included	1
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	1
997-7163	Dell Limited Hardware Warranty Plus Service	1
997-7188	ProSupport: Next Business Day Onsite 3 Years	1
997-7208	ProSupport: 7x24 Technical Support, 3 Years	1

Latitude 14 Rugged

338-BJIQ	Intel Core i7-6600U Processor, Security, (Dual Core, 4M Cache, 2.60 GHz)	1
619-AHKN	Win 10 Pro 64 English, French, Spanish	1
630-AARX	No Software	1
570-AADK	No Mouse	1
580-ABYR	Sealed Internal RGB Backlit US/International Keyboard	1
370-ACDF	16GB (2x8GB) 2133MHz DDR4 Memory	1
340-AJPV	TPM Enabled	1
490-BDCP	Intel Integrated HD Graphics 520	1
400-ANBI	256GB Solid State Drive	1
429-AAGQ	PowerDVD Software not included	1
555-BCMT	Intel Dual Band Wireless 8260 (802.11ac) W/ Bluetooth	1
540-BBLW	No PCMCIA Card or ExpressCard Reader	1
429-AAYC	Tray load DVD Drive (Reads and Writes to DVD/CD)	1
340-ACQQ	No Option Included	1
492-BBCU	E5 90W AC Adapter, 3-pin	1
362-BBBB	No Wireless WAN Card	1
631-AAZE	No Out-of-Band Systems Management	1
340-BICE	Quick Setup Guide (English)	1
391-BCRS	14.0" FHD(1920 x 1080) Outdoor-readable, Touch, with Microphone only	1
451-BBWF	6-cell (65Wh) Lithium Ion Battery With ExpressCharge	1
634-BENZ	No DDP ESS Software	1
954-3465	No DDPE Encryption Software	1
620-AAYW	Windows 10 Pro OS Recovery 64bit - DVD	1
817-BBBB	No FGA	1
210-AJRP	Latitude 5414, XCTO	1
555-BCZH	Intel Dual-Band Wireless-AC 8260 Driver	1
450-AAEJ	US Power Cord	1
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	1
590-TEVW	Docking connector for Rugged Docking Station only	1
332-1286	US Order	1
387-BBFE	Energy Star	1
389-BDCE	No UPC Label	1
340-ACQQ	No Option Included	1
340-AFRW	ODM Info	1
340-BIRL	Shipping Material for Latitude 14 Rugged (5414)	1
389-BKKW	Regulatory label	1
389-BJTI	Intel Core i7 Processor Label	1
590-TEVT	No Additional Serial Ports	1
800-BBGF	BTO Standard shipment Air	1
340-ADFZ	Dell Power Manager	1
422-0007	Dell Data Protection Security Tools Digital Delivery/NB	1

525-BBCL	SupportAssist	1
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1
640-BBQK	System Driver, Dell Rugged Latitude 5414	1
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	1
658-BBNF	Waves Maxx Audio Royalty	1
658-BCUV	Dell Developed Recovery Environment	1
389-BKNC	Regulatory Label for Non Rubber Keyboard with WLAN	1
575-BBCH	No Stand included	1
460-BBEX	No Carrying Case	1
808-6797	ProSupport Plus: Next Business Day Onsite, 3 Years	1
808-6805	Dell Limited Hardware Warranty Initial Year	1
808-6817	ProSupport Plus: Accidental Damage Service, 3 Years	1
808-6818	ProSupport Plus: Keep Your Hard Drive, 3 Years	1
808-6847	ProSupport Plus: 7X24 Technical Support, 3 Years	1
997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	1
452-BCGQ	Latitude Rugged Display Port Desk Dock, Customer Kit	1
330-8105	Dell 90W Auto/Air DC Travel Adapter, Dell Latitude E/Mobile Precision Workstation, Customer Kit	1

Latitude E5570

379-BCGD	6th Generation Intel Core i7-6820HQ (Quad Core, 2.7GHz, 8MB cache)	1
619-AHKN	Win 10 Pro 64 English, French, Spanish	1
630-AAPK	No Productivity Software	1
210-AFUD	Dell Latitude E5570 XCTO	1
580-ACLI	Internal Dual Pointing Keyboard (US-English)	1
583-BCTJ	Internal Keyboard Shroud 106, E5570	1
338-BHOZ	Intel Core i7-6820HQ Processor Base, AMD Radeon R7 M370, 2GB Discrete Graphics	1
631-AARP	No Out-of-Band Systems Management	1
389-BHGE	Intel(R) Core(TM) i7 Label	1
370-ACDF	16GB (2x8GB) 2133MHz DDR4 Memory	1
400-AIUU	500GB (7,200 Rpm) Serial ATA Hard Drive	1
575-BBFI	HDD/SSD, Bracket for 7MM,PC15/P	1
555-BCMT	Intel Dual Band Wireless 8260 (802.11ac) W/ Bluetooth	1
555-BCNB	Intel Wireless 8260 Driver	1
409-BBFX	Intel Rapid Storage Technology	1
362-BBBB	No Wireless WAN Card	1
451-BBPV	Primary 4-cell 62W/HR Battery	1
320-BBPU	Non Touch WWAN HD/FHD LCD Backcover	1
391-BCDJ	Latitude E5570 FHD Non-Touch LCD w/o Camera	1
346-BBRQ	Smart Card Reader (Dual Pointing) Palmrest	1
340-ADFZ	Dell Power Manager	1
340-AQCS	System Shipment, Latitude E5570	1
422-0007	Dell Data Protection Security Tools Digital Delivery/NB	1
422-0052	SW,MY-DELL,CRRS	1
640-BBDF	Adobe Reader 11	1
640-BBEV	Dell Data Protection Protected Workspace	1
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	1
658-BBNF	Waves Maxx Audio Royalty	1
658-BCUV	Dell Developed Recovery Environment	1
430-XXYG	No Resource DVD	1
620-AAYW	Windows 10 Pro OS Recovery 64bit - DVD	1
450-AAEJ	US Power Cord	1
450-AAYU	90 Watt AC Adaptor	1
387-BBKF	Energy Star 6.1	1
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	1
340-ARKU	Quick Reference Guide Latitude E5570	1
389-BEYY	Regulatory Label included	1
340-ACQQ	No Option Included	1

332-1286	US Order	1
389-BCGW	No UPC Label	1
340-AAPP	Directship Info Mod	1
340-AQJY	MIX SHIP Config (DAO)	1
800-BBGF	BTO Standard shipment Air	1
452-BBSE	No Docking Station	1
634-BENZ	No DDP ESS Software	1
954-3465	No DDPE Encryption Software	1
460-BBEX	No Carrying Case	1
570-AADK	No Mouse	1
575-BBCH	No Stand included	1
817-BBBB	No FGA	1
452-BBDB	Dell Docking Spacer for Latitude	1
975-3461	Dell Limited Hardware Warranty Extended Year(s)	1
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	1
997-8317	Dell Limited Hardware Warranty	1
997-8344	ProSupport: 7x24 Technical Support, 3 Years	1
997-8349	ProSupport: Next Business Day Onsite, 1 Year	1
997-8354	ProSupport: Next Business Day Onsite, 2 Year Extended	1
332-2657	E-Port Plus, 130W Advanced Port Replicator, USB 3.0 for Latitude E-Family, ShpW, Customer Kit	1

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>November 14, 2016</u>
Requested By: <u>Michael Dolby</u>
Department: <u>Finance</u>
Report: <input checked="" type="checkbox"/> Resolution: _____ Ordinance: _____
Exhibits: <u>Encumbrance Rollover Report</u>
Exhibits: _____
Exhibits: _____

<u>Appropriation</u>
Source of Funds: <u>Various</u>
Account Number: <u>Various</u>
Amount Budgeted: <u>YES</u>
Amount Requested: _____
Budgeted Item: YES <input checked="" type="checkbox"/> NO

SUMMARY & RECOMMENDATION

The City's fiscal year ended September 30, 2016. There are 38 outstanding purchase orders staff is requesting to roll-over. The purchase orders represent goods that are ordered and budgeted funds committed to procure items necessary to operate the City.

A breakdown of the open purchase orders, encumbrances and budget roll-over requests by operating fund are as follows:

Fund	Number	Amount
General Fund	21	\$ 204,149.25
Utility Fund	2	8,293.80
Vehicle Replacement Fund	1	4,508.46
Airport Fund	1	4,999.99
Technology Fund	4	336,783.07
Grant Fund	5	90,911.56
Emergency Services District Fund	2	527,625.00
Hotel Motel Fund	1	17,625.00
Economic Development Fund	1	5,000.00
Totals	38	\$ 1,199,896.13

The above encumbrances will not have an impact on the projected working capital balances for fiscal year 2017 because they were budgeted in the fiscal year 2016, and following approval by council, the system will automatically increase each line item.

Action Required by Council:

Approve the encumbrance roll over request.

Approved for City Council Agenda

Corby Alexander, City Manager

Date

CITY OF LAPORTE
ENCUMBRANCE ROLLOVER REPORT
For the Fiscal Year Ended September 30, 2016

Fund	P. O Number	Vendor Name	Encumbrance Amount	Description	
001	C13116	Bear Land Surveying Company	3,500.00	Appraisal Services	001-9090-519-5007
001	150181	Sungard Public Sector	62,551.87	Software	001-6066-519-5007
001	150376	R.C. Chuoke & Associates	1,300.00	Appraisal Services	001-6146-515-5013
001	160053	Sungard Public Sector	5,400.00	Software	001-5252-521-8023
001	160079	Sungard Public Sector	192.00	Software	001-5256-521-4055
001	160143	GT Distributors	7,026.44	Firearms/Ammunition	001-5258-521-2017
001	160162	HDR Engineering, Inc.	500.00	GIS Web Hosting	001-9091-519-5007
001	160209	Pexx, Inc.	8,486.02	Hardware	001-6066-519-4050
001	160293	HDR Engineering, Inc.	22,342.45	GIS Technical Services	001-9091-519-5007
001	160328	Klotz Associates	4,343.79	Professional Engineering Services	001-9090-519-5007
001	160392	Precision Delta Corporation	5,015.90	Firearms/Ammunition	001-5258-521-2017
001	160479	Cahoon Consulting	14,500.00	Consulting Services for Community Rating System	001-9090-519-5004
001	160513	Coban Technologies	25,207.50	Body Worn Camera Systems	001-5253-521-8021
001	160514	Coban Technologies	13,770.00	Body Worn Camera Systems	001-5253-521-8021
001	160521	Greenplay, LLC	5,432.00	Department Audit Organizational Review	001-6060-510-5004
001	160523	Spindlemedia, Inc.	7,000.00	Conversion and Set Up Fee for Tax Billing	001-6145-515-5007
001	160545	Coban Technologies	3,237.00	Surveillance Systems	001-5253-521-4050
001	160550	Datavox	8,650.48	Green Cloud Monthly Fee	001-6066-519-5007
001	160553	Datavox	1,295.80	APC Metered Rack - Power Distribution	001-6066-519-2093
001	160554	Texas Lift Services	898.00	Lift Inspection and Repairs	001-5252-521-4011
001	160572	Industrial & Commercial Mechanical	3,500.00	A/C and Heating Repairs to PD Building	001-5252-521-4006
21		Total General Fund	<u>204,149.25</u>		
002	150312	Sungard Public Sector	5,120.00	Training/Seminars for UB	002-6147-515-3020
002	160573	Adcomp Systems, Inc.	3,173.80	Annual Remote Support and Report Service for Kiosk	
2		Total Utility Fund	<u>8,293.80</u>		
009	160546	Fleet Safety Equipment	4,508.46	Accessories for Emergency Equipment	009-5051-522-8050
1		Total Vehicle Replacement Fund	<u>4,508.46</u>		
010	160563	Civil Concepts	4,999.99	Survey Services for Municipal Airport	010-7077-531-9997
1		Airport Fund	<u>4,999.99</u>		
023	160424	Datavox	41,626.32	Hardware	023-9904-580-8023
023	160425	Datavox	130,277.02	Hardware	023-9905-580-8023
023	160426	Datavox	112,858.72	Hardware	023-9904-580-8023
023	160445	Datavox	52,021.01	Hardware	023-9903-580-8023
4		Technology Fund	<u>336,783.07</u>		
032	160122	Harris County Treasurer	886.20	SETCIC Assists in Locating LaPorte Warrants	032-6064-512-4081
032	160429	Caldwell Country Chevrolet	44,220.36	2017 Ford F350	032-5253-521-8050
032	160494	Huitt-Zollars	3,000.00	Professional Architectural and Engineering Services	032-6064-512-4080
032	160513	Coban Technologies	38,977.50	Body Worn Cameras	032-5253-521-8021
032	160564	Crye Precision	3,827.50	Protective Wear	032-5253-521-2017
5		Grant Fund	<u>90,911.56</u>		
034	160176	Hydra Shield Manufacturing	52,625.00	Fire Hydrants and Accessories	034-5051-522-8021
034	160178	VT Hackney	475,000.00	Contingency 25 FT Command Vehicle	034-5051-522-8021
2		Emergency Services District Fund	<u>527,625.00</u>		
037	140032	La Porte Bayshore Chamber of Commerce	17,625.00	Tourism Services	037-6063-565-6016
1		Hotel Motel Fund	<u>17,625.00</u>		
038	140474	Richard Design Services	5,000.00	Professional Services for Development Project	038-6030-565-9997
1		Economic Development Fund	<u>5,000.00</u>		
38		Total Encumbrances	<u>\$1,199,896.13</u>		

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>November 14, 2016</u>	<u>Appropriation</u>
Requested By: <u>Kenith Adcox</u>	Source of Funds: _____
Department: <u>Police</u>	Account Number: _____
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: _____
Other: <input type="radio"/> _____	Amount Requested: _____
	Budgeted Item: <input type="radio"/> YES <input checked="" type="radio"/> NO

Attachments :

- 1. Fiscal Year 2016 Chapter 59 Asset Forfeiture Report By Law Enforcement Agency and Related Financial Records Back Up**

SUMMARY & RECOMMENDATIONS

Per Chapter 59 of the Texas Code of Criminal Procedure, Article 59.06 (g) (1), "All law enforcement agencies and attorneys representing the state who receive proceeds or property under this chapter shall account for the seizure, forfeiture, receipt, and specific expenditure of all such proceeds in an audit, which is to be performed annually by the commissioners court or governing body of a municipality, as appropriate."

In accordance with this requirement, a completed FY 2016 Chapter 59 Asset Forfeiture Audit Report By Law Enforcement Agency is attached, along with a summary of the fund balance, revenues and expenditures provided by the Finance Department, a financial print out for all revenues and expenditures reported under the state seizure project number (SZST) and copies of all expenditure receipts are attached for council review.

Action Required of Council:

Consider approval or other action to accept the FY 2016 audit/asset forfeiture report and associated financial records as required by Chapter 59 of the Texas Code of Criminal Procedure.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

City of La Porte
Seized Funds Reserve Balance Adjustment

	State
Beginning Balance 10-1-15	<u>\$ 55,614.15</u>
Add: Receipts	107,573.63 (032-0000-407-34-00) (Project SZST)
Less: Expenditures	(28,517.56) (Project SZST)
<u>End of Year Remaining</u>	<u>134,670.22</u>
Add: Interest earnings fiscal year 2016	620.36
Ending Balance 9-30-16 (a+b+c)	<u><u>\$ 135,290.58</u></u>

Phyllis Lunehart 10/20/16



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**FY 2016
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY**

Agency: La Porte Police Dept.
 Mailing Address: 3001 North 23rd Street
 City: La Porte
 State: TX
 ZIP: 77571
 Agency County: Harris
 Phone Number: (281) 842-3101
 Agency Fiscal Beginning Month: October
 Agency Fiscal Ending Month: September

NOTE: PLEASE ROUND ALL FIGURES TO NEAREST WHOLE DOLLAR

I. SEIZED FUNDS PURSUANT TO CHAPTER 59

A) Beginning Balance: \$

B) Seizures During Reporting Period:

1) Amount seized and retained in your agency's custody: \$

2) Amount seized and transferred to the District Attorney pending forfeiture: \$

3) Total Seizures: \$0.00

C) Interest Earned on Seized Funds During Reporting Period: \$

D) Amount Returned to Defendants/Respondents: \$

E) Amount Transferred to Forfeiture Account: \$

F) Other Reconciliation Items (Must provide detail in box below): \$

Description:

G) Ending Balance: \$0.00

II. FORFEITED FUNDS AND OTHER COURT AWARDS PURSUANT TO CHAPTER 59

A) Beginning Balance: \$

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$

C) Interest Earned on Forfeited Funds During Reporting Period: \$

D) Amount Awarded Pursuant to 59.022: \$

E) Amount Awarded Pursuant to 59.023: \$

F) Proceeds Received by Your Agency From Sale of Forfeited Property: \$

G) Amount Returned to Crime Victims: \$

H) Other Reconciliation Items (Must provide detail in box below): \$

Description:

I) Total expenditures of Forfeited Funds During Reporting Period: \$28,517.00

J) Ending Balance (balance will be automatically calculated after expenditures are entered): \$135,280.00

III. OTHER PROPERTY

A) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)

1) Seized:

2) Forfeited to Agency:

3) Returned to Defendants/Respondents:

4) Put into use by Agency:

B) REAL PROPERTY (Count each parcel seized as one item)

1) Seized:

2) Forfeited to Agency:

3) Returned to Defendants/Respondents:

4) Put into use by Agency:

C) COMPUTERS (include computer and attached system components, such as printers and monitors, as one item)

1) Seized:

2) Forfeited to Agency:

3) Returned to Defendants/Respondents:

4) Put into use by Agency:

D) FIREARMS (Include only firearms seized for forfeiture under Chapter 69. Do not include weapons disposed under Chapter 18)

1) Seized:

2) Forfeited to Agency:

3) Returned to Defendants/Respondents:

4) Put into use by Agency:

E) Other Property

Description	Seized	Forfeited to Agency	Returned to Defendants/Respondents	Put into use by Agency
<input type="text"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>

IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

A) Motor Vehicles:

B) Real Property:

C) Computers:

D) Firearms:

E) Other:

V. FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

A) Motor Vehicles:

B) Real Property:

C) Computers:

D) Firearms:

E) Other:

VI. EXPENDITURES

A) SALARIES

1) Increase of Salary, Expense or Allowance for Employees (Salary Supplements): \$

2) Salary Budgeted Solely From Forfeited Funds: \$

3) Number of Employees Paid Using Forfeiture Funds:

4) TOTAL SALARIES PAID OUT OF CHAPTER 69 FUNDS: \$0.00

B) OVERTIME

1) For Employees Budgeted by Governing Body:

\$ 0.00

2) For Employees Budgeted Solely out of Forfeiture Funds: \$ 0.00

3) Number of Employees Paid Using Forfeiture Funds: 0

4) TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS: \$0.00

C) EQUIPMENT

1) Vehicles: \$ 7,930.00

2) Computers: \$ 0.00

3) Firearms, Protective Body Armor, Personal Equipment: \$ 0.00

4) Furniture: \$ 0.00

5) Software: \$ 14,602.00

6) Maintenance Costs: \$ 0.00

7) Uniforms: \$ 0.00

8) K9 Related Costs: \$ 0.00

9) Other (Must provide detail in box below): \$ 0.00

Description:

10) TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS: \$22,532.00

D) SUPPLIES

1) Office Supplies: \$ 0.00

2) Mobile Phone and Data Account Fees: \$ 0.00

3) Internet: \$ 0.00

4) Other (Must provide detail in box below): \$ 0.00

Description:

5) TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS: \$0.00

E) Travel

1) In State Travel

a) Transportation: \$ 0.00

b) Meals & Lodging: \$ 0.00

c) Mileage: \$ 0.00

d) Incidental Expenses: \$ 0.00

e) Total In State Travel: \$0.00

2) Out of State Travel

a) Transportation: \$ 0.00

b) Meals & Lodging: \$ 0.00

c) Mileage: \$ 0.00

d) Incidental Expenses: \$ 0.00

e) Total Out of State Travel: \$0.00

3) TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS

Total Travel Paid Out of Chapter 59 Funds: \$0.00

F) TRAINING

1) Fees (Conferences, Seminars): \$ 5,985.00

2) Materials (Books, CDs, Videos, etc.): \$ 0.00

3) Other (Must provide detail in box below): \$ 0.00

Description: [Text box with up/down arrows]

4) TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS: \$5,985.00

G) INVESTIGATIVE COSTS

1) Informant Costs: \$ 0.00

2) Buy Money: \$ 0.00

3) Lab Expenses: \$ 0.00

4) Other (Must provide detail in box below): \$ 0.00

Description: [Text box with up/down arrows]

5) TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS: \$0.00

H) PREVENTION / TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS

1) Total Prevention/Treatment Programs (pursuant to 59.06 (d-3)(6), (h), (i)): \$ 0.00

2) Total Financial Assistance (pursuant to Articles 59.06 (n) and (o)): \$ 0.00

3) Total Donations (pursuant to Articles 59.06 (d-2)): \$ 0.00

4) Total Scholarships to Children of Officers Killed in the Line of Duty (pursuant to Article 59.06 (j)): \$ 0.00

5) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE/DONATIONS (pursuant to Articles 59.06 (d-3)(6),(h), (i),(n),(o),(d-2),(j)): \$0.00

I) FACILITY COSTS

1) Building Purchase: \$ 0.00

2) Lease Payments: \$ 0.00

3) Remodeling: \$ 0.00

4) Maintenance Costs: \$ 0.00

5) Utilities: \$ 0.00

6) Other (Must provide detail in box below): \$ 0.00

Description: [Text box with up/down arrows]

7) TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS: \$0.00

J) MISCELLANEOUS FEES

1) Court Costs: \$ 0.00

2) Filing Fees: \$ 0.00

3) Insurance: \$ 0.00

4) Witness Fees (including travel and security): \$ 0.00

5) Audit Costs and Fees (including audit preparation and professional fees): \$ 0.00

6) Other (Must provide detail in box below): \$ 0.00

Description: [Text box with up/down arrows]

7) TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS: \$0.00

K) PAID TO STATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION

1) Total paid to State Treasury due to lack of local agreement pursuant to 59.06 (c): \$ 0.00

2) Total paid to State Treasury due to participating in task force not established in accordance with 59.06 (q)(1): \$ 0.00

3) Total paid to General Fund pursuant to 59.06 (c-3) (C) (Texas Department of Public Safety only): \$

4) Total forfeiture funds transferred to the Health and Human Services Commission pursuant to 59.06 (p): \$

5) TOTAL PAID TO STATE TREASURY/ GENERAL FUND/ HEALTH & HUMAN SERVICES COMMISSION OUT OF CHAPTER 59 FUNDS: \$0.00

L) TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT

TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT: \$

M) TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES

TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES (Must provide detail in box below): \$

Description:

N) TOTAL EXPENDITURES

TOTAL EXPENDITURES: \$28,517.00

[Refresh totals](#)

AUDITOR/ TREASURER/ACCOUNTING PROFESSIONAL/PREPARER CERTIFICATION

By pressing "Save" below using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your knowledge.

SIGNATURE OF
AUDITOR/ TREASURER/
ACCOUNTING
PROFESSIONAL/
PREPARER:

TITLE:

HEAD OF AGENCY CERTIFICATION

By pressing "Submit" below using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

SIGNATURE OF HEAD OF
AGENCY:

TITLE:

DATE: 10/25/2016

NOTICE OF CRIMINAL PENALTY

By checking this box I acknowledge that I have read and understand the foregoing notice.(This box must be checked in order to submit your report.)

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PROJECT: SZST - CONFISCATED FUNDS- STATE TYPE: GR- GRANTS SUB-TYPE: PD- POLICE DEPARTMENT STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT- TO- DATE	YEAR- TO- DATE TRANS AMT	ENCUMBERED TRANS ENCUMBERED	BALANCE FISC YR PERIOD
32-0000-114.08-00		GRANTS				.00	17,135.70-	.00	.00	17,135.70
AJ		10/15/2015	143			REVERSE RECEIVABLES		17,135.70-	.00	2016 01
TRANSACTION TOTAL:								17,135.70-	.00	
32-0000-407.34-00		CONFISCATED FUNDS-				.00	107,573.63-	.00	.00	107,573.63
CR		05/20/2016	0108253			AUSTIN CO-SEIZE-MOTOR H		969.14-	.00	2016 08
						LAPOLME 05/20/16 87				
CR		05/02/2016	0102883			HARRIS COUNTY DA-5/6/16		3,412.78-	.00	2016 08
						LAPOLME 05/02/16 67				
CR		03/07/2016	0077610			HARRIS COUNTY DA-LPPD		3,715.49-	.00	2016 06
						LAPOLME 03/07/16 84				
CR		02/23/2016	0072103			FORFEIT PROCEEDS FOR LP		50,000.00-	.00	2016 05
						LAPOLME 02/23/16 27				
CR		02/23/2016	0072107			FORFEIT PROCEEDS TO LPP		45,000.00-	.00	2016 05
						LAPOLME 02/23/16 27				
CR		02/23/2016	0072109			HARRIS CO DA TO LPPD-PM		2,350.91-	.00	2016 05
						LAPOLME 02/23/16 27				
CR		01/05/2016	0043718			HARRIS CO DA-PMT 12/14/		1,352.47-	.00	2016 04
						LAPOLME 01/05/16 84				
CR		01/05/2016	0043719			HARRIS CO DA PMT-12/14/		772.84-	.00	2016 04
						LAPOLME 01/05/16 84				
AJ		10/15/2015	143			REVERSE RECEIVABLE		17,135.70	.00	2016 01
CR		10/01/2015	0000149			HARRIS CO DA-9/19/15		782.09-	.00	2016 01
						LAPOLME 10/01/15 84				
CR		10/01/2015	0000149			HARRIS COUNTY DA-9/22/1		16,353.61-	.00	2016 01
						LAPOLME 10/01/15 84				
TRANSACTION TOTAL:								107,573.63-	.00	
32-5253-521.10-20		OVERTIME				.00	.00	.00	.00	.00
TF		10/19/2016				CHARGES FOR 2016 FY		99.62-	.00	2016 13
						SHOULD BE TO FED SEIZED				
AJ		10/14/2016	PR1014			PAYROLL SUMMARY		99.62	.00	2016 13
TRANSACTION TOTAL:								.00	.00	
32-5253-521.10-60		FICA				.00	.00	.00	.00	.00
TF		10/19/2016				CHARGES FOR 2016 FY		7.56-	.00	2016 13
						SHOULD BE TO FED SEIZED				
AJ		10/14/2016	PR1014			PAYROLL SUMMARY		7.56	.00	2016 13
TRANSACTION TOTAL:								.00	.00	
32-5253-521.10-65		RETIREMENT				.00	.00	.00	.00	.00
TF		10/19/2016				CHARGES FOR 2016 FY		16.33-	.00	2016 13
						SHOULD BE TO FED SEIZED				
AJ		10/14/2016	PR1014			PAYROLL SUMMARY		16.33	.00	2016 13
TRANSACTION TOTAL:								.00	.00	

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ZF

PROJECT: SZST - CONFISCATED FUNDS- STATE TYPE: GR-GRANTS SUB-TYPE: PD-POLICE DEPARTMENT STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE TRANS AMT	ENCUMBERED TRANS	ENCUMBERED ENCUMBERED	BALANCE	
											FI	SC YR PERI OD
32-5253-521.20-15						OTHER SUPPLIES	1,900.00	730.00	.00	.00	1,170.00	
AP	281680	07/06/2016		001789	435276	CITI BANK		350.00		.00	2016	10
						ENTERPRISE RENT- A-CAR						
						REPAIR-BROKEN WINDSHIELD O						
AP	281093	06/07/2016		000855	435276	CITI BANK		380.00		.00	2016	09
						DISCOUNT-TIRE-CO TXH-6						
						DARE CARRIERS						
						TRANSACTION TOTAL:		730.00		.00		
32-5253-521.30-20						TRAINING/SEMINARS	16,000.00	14,935.16	.00	.00	1,064.84	
EN		07/14/2016	160483		436058	SARAH CORTEZ CONSULTING		.00		625.00	2016	10
						EDUCATION						
AP	281213	05/27/2016	160483	PI 1689	436058	SARAH CORTEZ CONSULTING		625.00		625.00-	2016	10
						EDUCATION						
AP	279323	03/09/2016		006068	436010	HALE III, VERNON L.		1,250.00		.00	2016	06
						LEADERSHIP MENTOR COURSE						
AP	279323	03/07/2016		006068	436010	HALE III, VERNON L.		1,250.00-		.00	2016	06
						LEADERSHIP MENTOR COURSE						
AP	279324	03/07/2016		006068	436010	HALE III, VERNON L.		1,250.00		.00	2016	06
						LEADERSHIP MENTOR COURSE						
AP	279456	02/29/2016		006161	435276	CITI BANK		347.51		.00	2016	06
						KINGS BBQ #1						
AP	279456	02/29/2016		006162	435276	CITI BANK		312.44		.00	2016	06
						LUNCH FOR STAFF ATTENDING						
AP	279105	01/29/2016		005673	436002	SRW STRATEGIC & TACTICAL		3,450.21		.00	2016	05
						TACTICAL CONSULTING						
EN		11/04/2015	160103		435823	LEXI POL, LLC		.00		8,950.00	2016	02
						EDUCATION						
AP	277936	10/01/2015	160103	PI 0168	435823	LEXI POL, LLC		8,950.00		8,950.00-	2016	02
						11/01/2015-13/31/2016						
						TRANSACTION TOTAL:		14,935.16		.00		
32-5253-521.40-19						RENTAL OF EQUIPMEN	7,200.00	7,200.00	.00	.00	.00	
AP	282039	09/01/2016		003752	435276	CITI BANK		600.00		.00	2016	12
						ENTERPRISE RENT- A-CAR						
						8000-1516-4652 STREET CR						
AP	281680	08/01/2016		002301	435276	CITI BANK		600.00		.00	2016	11
						ENTERPRISE RENT- A-CAR						
						INV. 8000-1461-8384 STREET						
AP	281093	06/30/2016		001118	435276	CITI BANK		600.00		.00	2016	10
						ENTERPRISE RENT- A-CAR						
						INV. 8000-1413-1654 STREET						
AP	280775	06/01/2016		009894	435276	CITI BANK		600.00		.00	2016	09
						ENTERPRISE RENT- A-CAR						
						K. MARTIN STREET CRIMES						
AP	280368	04/27/2016		008731	435276	CITI BANK		600.00		.00	2016	08
						ENTERPRISE RENT- A-CAR						
						K. MARTIN STREET CRIMES VE						
AP	279985	03/22/2016		007246	435276	CITI BANK		600.00		.00	2016	07
						ENTERPRISE RENT- A-CAR						
						K. MARTIN STREET CRIMES VE						
AP	279456	03/01/2016		006154	435276	CITI BANK		600.00		.00	2016	06
						ENTERPRISE RENT- A-CAR						
						MARTIN-STREET CRIMES RENT						
AP	279075	02/01/2016		004856	435276	CITI BANK		600.00		.00	2016	05
						ENTERPRISE RENT- A-CAR						
						STREET CRIMES RENTAL VEHI						
AP	278772	12/30/2015		003913	435276	CITI BANK		600.00		.00	2016	04
						ENTERPRISE RENT- A-CAR						
						STREET CRIMES RENTAL VEHI						
AP	278371	12/02/2015		002508	435276	CITI BANK		600.00		.00	2016	03
						ENTERPRISE RENT- A-CAR						
						STREET CRIMES RENTAL VEHI						

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PROJECT: SZST - CONFISCATED FUNDS- STATE TYPE: GR-GRANTS SUB-TYPE: PD-POLICE DEPARTMENT STATUS: ACTIVE

TYPE	CHK#	TRAN DT REF #	VOUCH#	BUDGET VEND #	PROJECT- TO- DATE DESCRI PTI ON	YEAR- TO- DATE TRANS AMT	ENCUMBERED TRANS ENCUMBERED	BALANCE FI SC YR PERI OD
AP	278048	10/30/2015	001525	435276	CITI BANK STREET CRIMES RENTAL VEHI	600.00	.00	2016 02
AP	277682	10/01/2015	000023	435276	CITI BANK STREET CRIMES UC VEHI CLE	600.00	.00	2016 01
TRANSACTION TOTAL:						7,200.00	.00	
32-5253-521.40-55 COMPUTER SOFTWARE				5,700.00	5,652.40	.00	.00	47.60
AP	280368	04/12/2016	008231	435276	CITI BANK COMMAND CENTRAL ANNUAL	3,588.00	.00	2016 08
AP	278772	12/31/2015	003912	435276	CITI BANK CAMPUS CRIMESTOPPERS	1,680.00	.00	2016 04
AP	277682	10/02/2015	000022	435276	CITI BANK ANNUAL DYNASITE SUBSCRIP	384.40	.00	2016 01
TRANSACTION TOTAL:						5,652.40	.00	

=== PROJECT: SZST ===== PROJECT TOTALS =====

CLASSIFICATION TOTALS:

ASSETS: 17,135.70-
 REVENUE: 107,573.63-
 EXPENDITURES: 28,517.56

TRANSACTION TOTAL: 96,191.77- .00
 ESTIMATE COMPARISON: .00 96,191.77- .00
 (ACTUAL) SUMMARY TOTAL: 30,800.00 96,191.77- .00 126,991.77

EXPENDITURES

C) Equipment

1) – Vehicles

\$7930



ENTERPRISE RENT-A-CAR
P O BOX 843369
KANSAS CITY MO USA 64184

04/11/2016

KENNY MARTIN
3001 N 23RD
LAPORTE TX USA 77571

Claim Number	
Date of Loss	: 08255717
Balance Due	: 10/01/2015
Renter's name	: \$350.00
Rental Agreement#	: KENNY MARTIN
	: 34478

Dear Sir/Madam:

Our review indicates that you are responsible for the damages to our vehicle.

Enclosed please find documentation to support our claim. Please review this information and remit payment in full to the address above. Please include our claim number on your payment. If you prefer you may also pay the amount due using a debit card, credit card or directly from your bank account at

<http://www.claimtopay.com>

If you have reported this claim to your insurance and / or credit card company, please contact our office with the claim information.

If you have any questions, please contact us at the number below.

Sincerely,

ENTERPRISE RENT-A-CAR

DAMAGE RECOVERY
Phone: 8663003238
Fax: 8888748937
Email: DRU2@ehi.com



032 5253521 2015
SZST
MRL

INVOICE

Date: 04/11/2016

KENNY MARTIN
3001 N 23RD

LAPORTE TX USA 77571

Claim #: 08255717
Unit #: 7KYQBG
Billing Invoice #: 3000487986

Vehicle Information

VIN: 1FTEW1CF9FKD02927
Year: 2015
Make: FORD
Model: F15C

Item	Total Cost	Amount Due
Damage	\$350.00	\$350.00
Admin Fees	\$50.00	
Diminishment of Value	\$35.00	Waived



Total Amount Due: \$ 400.00*

*Remit payment in U.S. Dollars.

PAY UPON RECEIPT

ALL PAYMENTS MUST INCLUDE THIS REMITTANCE TO BE CREDITED PROPERLY!

PAYABLE TO:
DAMAGE RECOVERY
P O BOX 843369
KANSAS CITY MO USA 64184
Toll Free #: 8663003238

Claim #: 08255717
Unit #: 7KYQBG
Billing Invoice #: 3000487986

Total Amount Due: \$ 350.00

*Remit payment in U.S. Dollars.

Total Amount Remitted: \$ _____

APPLE GLASS COMPANY
 3111 ANTOINE DR
 HOUSTON, TX 77092-7037

WO # WH123877

PH:(713) 680-1400 FAX:(713) 680-2661

Federal Tax ID: 760249805

Remit To: P O BOX 731380, DALLAS, TX 75373-1380

P/O#:	Cust State Tax ID: 7417442310	Invoice: IH123877 Date: 10/29/2015 Time: 09:08 AM
Taken By: PJW	Cust Fed Tax ID:	
Installer: 61 MG	Ship Via:	
SalesRep: CS	Adv. Code:	

Bill To: ENTERPRISE	Sold To: ENTERPRISE
ENTERPRISE LEASING 10401 CENTREPARK DRIVE HOUSTON, TX 77043	7KYQBG/DX06HCG72 IAH HOUSTON, TX 77092

(281) 652-4600 Alt. Phone: (281) 652-4642 Fax: (888) 309-0436

Vehicle Information

Make: Ford	Model Style: F Series F150 4 Door Crew Cab	Year: 2015
Odometer:	VIN: FKD02927	License: FRV7129
Fleet Number:	Unit Number:	Color:

Qty	Part Number	Description	List	Disc%	Sell	Total
1	DW02130GTYNCOM	Windshield-(Ford Oval in 3rd Visor Frit,Solar)	\$626.60	44	\$350.00	\$350.00
Note: OE ONLY--AMERICAN TO DELIVER TO IAH						
1	NC	NO CHARGE LABOR-HOURLY (2.3 Hours)	\$0.00	0	\$0.00	\$0.00
1	HAH000004	Adhesive-(2.0,Urethane,Dam,Primer)	\$0.00	0	\$0.00	\$0.00

Completion time: _____ DOT# _____ Airbags:Single/Dual

Dinitrol 538 Black Primer Batch# _____ exp.date: _____

FOR WINDSHIELD REPLACEMENT ONLY: Vehicle reaches safe drive away time in 1 hour. Remove blue tape 24 hours after installation. No high pressure car wash within 72 hours. Leave window slightly open for 36 hours to relieve pressure created by closing the door.

Order Complete
 Mobile Install Installer: 61 MG

Instructions:
 451581; 10.05.2015

Sub Total: \$350.00
 Tax: \$0.00

Customer's Signature: _____

Net 30

On Account:

APPLE GLASS COMPANY 3111 Antoine Dr HOUSTON, TX 77092-7037 PH:(713) 680-1400 FAX:(713) 680-2661

\$350.00



DISCOUNT TIRE

DDB

discounttire.com

PAGE 1 OF 2 7310237
REPRINT ORIG INV #7310234
ORIG DATE 06-06-2016

DATE: 06-06-2016 TIME: 1:50 PM

CUSTOMER INFORMATION		VEHICLE INFORMATION	STORE LOCATION
CITY OF LA PORTE	TX 77571	2011 DODGE CHARGER	TXH 65
124 SOUTH 2ND STREET		18"OPT. SE	8902 SPENCER HWY
LA PORTE		MILEAGE: 31,712	LA PORTE TX 77571-3869
(W) 281-471-3607		PLATE # DARE CAR	PHONE: 281-476-9524
DL#		TORQUE SPECS: 110	985 FRANK H GOLDEN JR.
			WORK ORDER#

CODE	CC	QTY	SIZE	DESCRIPTION	FEET	PRICE	AMOUNT
18490	RHZ	-1	245 /45 R20	99W SL BSW FAL AZENIS PT722	.00	201.00	-201.00
WARRANTY: MILEAGE- 40,000 SEE REVERSE SIDE FOR WARRANTY DETAILS							
COMMENT: BOLT PATTERN: 5-115							
40629	NRM	1	245 /45 R20	103Y XL BSW NIT NITTO MOTIVO	.00	201.00	201.00
WARRANTY: MILEAGE- 60,000 SEE REVERSE SIDE FOR WARRANTY DETAILS							
COMMENT: INFLATION F:30 R:30							
80017	NRM	1		CERTIFICATES FOR REFUND, REPLACEMENT	.00	34.25	34.25
80403	NRM	1		ADJUSTMENT/BAL & VAL LIFETIME	.00	16.00	16.00
18490	CUS	-3	245 /45 R20	99W SL BSW FAL AZENIS PT722	.00	151.00	-453.00
WARRANTY: MILEAGE- 40,000 SEE REVERSE SIDE FOR WARRANTY DETAILS							
40629	NRM	3	245 /45 R20	103Y XL BSW NIT NITTO MOTIVO	.00	201.00	603.00
WARRANTY: MILEAGE- 60,000 SEE REVERSE SIDE FOR WARRANTY DETAILS							
COMMENT: INFLATION F:30 R:30							
80017	NRM	3		CERTIFICATES FOR REFUND, REPLACEMENT	.00	34.25	102.75
80403	NRM	3		ADJUSTMENT/BAL & VAL LIFETIME	.00	16.00	48.00
86607	NRM	4		DIL VS950 TQ12 T10 SNAP-IN TPMS RBK VALVE KIT VS950	.00	7.25	29.00

The tire and/or wheel you have chosen is different from the original equipment provided with your vehicle and may change its handling or stability characteristics. Further information is available from your Discount Tire salesperson.

Yvonne Stanley #656
DARE CAR

TAXID: NW9F5

TOTAL: 380.00

XXXXXXXXXXXX 3650

MASTERCARD: 380.00
TENDERED: 380.00

Signature on file

MBU



10401 CENTREPARK DR STE 100
HOUSTON, TX 77043-1345

Rental Agreement #: 55J9HF
Bill Ref #: 8000-1516-4652
Invoice Date: 08/31/2016
Account #:

55J9HF
8000-1516-4652
08/31/2016

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00

Subtotal 600.00

Total Charges (USD) 600.00

PAYMENTS

Payment	Master Card	-600.00
---------	-------------	---------

Total Payments (USD) -600.00

Amount Due (USD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out 07/17/2016 08:00 AM Date/Time In 08/16/2016 08:00 AM

Renter
MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out In
WHITE	HMJ2930	B15Q	7NFFM1	10 1,000

VIN: 1C6RR6GTXGS393835

CLAIM INFORMATION

Claim# / PO# / RO# Insured
Date of Loss Type of Loss Type of Vehicle
Repair Shop

For Billing Inquiries / Payment Terms :

Tel#:(713) 465-7800
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance	Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 10401 CENTREPARK DRIVE STE 100 HOUSTON, TX 77043	Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571	
Fed Tax Id: 26-4086616	Account #	Rental Agreement
	55J9HF	Amount
		0
		GPBR
		06HC



10401 CENTREPARK DR STE 100
HOUSTON, TX 77043-1345

Rental Agreement #: 4WBT8Q
Bill Ref #: 8000-1461-8384
Invoice Date: 07/29/2016
Account #:

4WBT8Q
8000-1461-8384
07/29/2016

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00

Subtotal 600.00

Total Charges (USD) 600.00

PAYMENTS

Payment	Master Card	-600.00
---------	-------------	---------

Total Payments (USD) -600.00

Amount Due (USD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out 06/17/2016 08:00 AM Date/Time In 07/17/2016 08:00 AM

Renter
MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out In
BLACK	HBB2032	F15C	7MW61X	642 5,538

VIN: 1FTEW1CP9GKD79680

WHITE	HMJ2930	B15Q	7NFFM1	6 10
-------	---------	------	--------	------

VIN: 1C6RR6GTXGS393835

CLAIM INFORMATION

Claim# / PO# / RO# Insured

Date of Loss Type of Loss Type of Vehicle

Repair Shop

For Billing Inquiries / Payment Terms :

Tel#:(713) 465-7800

HTNARADMIN99@EHI.COM

Payment Due within days of invoice date

Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance		Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 10401 CENTREPARK DRIVE STE 100 HOUSTON, TX 77043		Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571	
Fed Tax Id: 26-4086616	Account #	Rental Agreement	Amount
		4WBT8Q	0
			GPBR 06HC



10401 CENTREPARK DR STE 100
HOUSTON, TX 77043-1345

Rental Agreement #: 4L4H99
Bill Ref #: 8000-1413-1654
Invoice Date: 06/29/2016
Account #:

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00
Subtotal			600.00
Total Charges (USD)			600.00

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out: 05/18/2016 08:00 AM
Date/Time In: 06/17/2016 08:00 AM

Renter
MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out In
BLACK	HBB2032	F15C	7MW61X	639 642

VIN: 1FTEW1CP9GKD79680

CLAIM INFORMATION

Claim# / PO# / RO# Insured
Date of Loss Type of Loss Type of Vehicle
Repair Shop

PAYMENTS

Payment	Master Card	-600.00
Total Payments (USD)		-600.00

Amount Due (USD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g. sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

For Billing Inquiries / Payment Terms :

Tel#:(713) 465-7800
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance	Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 10401 CENTREPARK DRIVE STE 100 HOUSTON, TX 77043	Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571	
Fed Tax Id: 26-4086616	Account #	Rental Agreement
	4L4H99	Amount
		0
		GPBR
		06HC



10401 CENTREPARK DR STE 100
HOUSTON, TX 77043-1345

Rental Agreement #: 486ZFL
Bill Ref #: 8000-1364-0687
Invoice Date: 05/31/2016
Account #:

486ZFL
8000-1364-0687
05/31/2016

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

Subtotal	600.00
Total Charges (USD)	600.00

PAYMENTS

Payment	Master Card	-600.00
Total Payments (USD)		-600.00

RENTAL INFORMATION

Date/Time Out: 04/18/2016 08:00 AM
Date/Time In: 05/18/2016 08:00 AM

Renter: MARTIN, KENNY

Amount Due (USD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g. sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out In
BLACK	HBB2032	F15C	7MW61X	634 639

VIN: 1FTEW1CP9GKD79680

CLAIM INFORMATION

Claim# / PO# / RO# Insured
Date of Loss Type of Loss Type of Vehicle
Repair Shop

For Billing Inquiries / Payment Terms :
Tel#:(713) 465-7800
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance	Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 10401 CENTREPARK DRIVE STE 100 HOUSTON, TX 77043	Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571	
Fed Tax Id: 26-4086616	Account #	Rental Agreement
	486ZFL	Amount
		0
		GPBR
		06HC

Enterprise Plus

Emerald Club



Rental Receipt - Thank you for your business

FTW INC.
KENNY MARTIN

Contract Number: **3XW4R8**
Receipt Date: **Apr 18, 2016**

Enterprise Location: 10401 CENTREPARK DR STE 100
HOUSTON, TX 77043-1345
US
Tel.: (713) 465-7800

Driver: KENNY MARTIN

Start Date:	End Date:	Make/Model	Start Miles	End Miles	Miles Driven
Mar 19, 2016 @ 8:00 am	Mar 21, 2016 @ 2:00 pm	CHEV S15C	2,015	4,609	2,594
Mar 21, 2016 @ 2:00 pm	Apr 18, 2016 @ 8:00 am	FORD F15C	631	634	3
Total Miles					2,597

Charge Description	Quantity	Per	Rate	Total
Rate	1	Month	600.00	600.00
				Subtotal: USD 600.00
DUPLICATE				Total Charges: USD 600.00

Payment Information

CREDIT CARD	CCARD	600.00
		Subtotal: USD 600.00
Total Payment Amount:		USD 600.00

If you have any questions about this receipt please contact our support staff at (713) 465-7800 or [Email us](#).

Handwritten signature/initials in a circle

*Handwritten text: 032 925 3521 401 9
SZST*



10401 CENTREPARK DR STE 100
HOUSTON, TX 77043-1345

Rental Agreement #: 3QNVB2
Bill Ref #: 8000-1255-2594
Invoice Date: 03/21/2016
Account #:

3QNVB2
8000-1255-2594
03/21/2016

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

Subtotal 600.00

Total Charges (USD) 600.00

RENTAL INFORMATION

Date/Time Out 02/18/2016 08:00 AM
Date/Time In 03/19/2016 08:00 AM

Renter
MARTIN, KENNY

PAYMENTS

Payment Master Card -600.00

Total Payments (USD) -600.00

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms	
				Out	In
SILVER	GSD6625	S15C	7MBQP3	1,015	2,015

VIN: 3GCPCREH3GG156306

Amount Due (USD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

CLAIM INFORMATION

Claim# / PO# / RO# **Insured**

Date of Loss **Type of Loss** **Type of Vehicle**

Repair Shop

For Billing Inquiries / Payment Terms :
Tel#:(713) 465-7800
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance	Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 10401 CENTREPARK DRIVE STE 100 HOUSTON, TX 77043	Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571	
Fed Tax Id: 26-4086616	Account #	Rental Agreement
		Amount
		GPBR
	3QNVB2	0
		06HC



10401 CENTREPARK DR STE 100
HOUSTON, TX 77043-1345

Rental Agreement #: 3GDCZX
Bill Ref #: 8000-1221-7144
Invoice Date: 02/29/2016
Account #:

3GDCZX
8000-1221-7144
02/29/2016

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

Subtotal 600.00

Total Charges (USD) 600.00

PAYMENTS

Payment Master Card -600.00

Total Payments (USD) -600.00

RENTAL INFORMATION

Date/Time Out 01/19/2016 08:00 AM
Date/Time In 02/18/2016 08:00 AM

Amount Due (USD) 0.00

Renter
MARTIN, KENNY

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms	
				Out	In
SILVER	GSD6625	S15C	7MBQP3	1,009	1,015

VIN: 3GCPCREH3GG156306

CLAIM INFORMATION

Claim# / PO# / RO# **Insured**

Date of Loss **Type of Loss** **Type of Vehicle**

Repair Shop

For Billing Inquiries / Payment Terms :
Tel#:(713) 465-7800
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance	Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 10401 CENTREPARK DRIVE STE 100 HOUSTON, TX 77043	Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571	
Fed Tax Id: 26-4086616	Account #	Rental Agreement
		Amount
	3GDCZX	0
		GPBR
		06HC



10401 CENTREPARK DR STE 100
HOUSTON, TX 77043-1345

Rental Agreement #: 36NWGV
Bill Ref #: 8000-1177-1541
Invoice Date: 01/29/2016
Account #:

36NWGV
8000-1177-1541
01/29/2016

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00

Subtotal 600.00

Total Charges (USD) 600.00

PAYMENTS

Payment Master Card -600.00

Total Payments (USD) -600.00

Amount Due (USD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g. sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out 12/20/2015 08:00 AM Date/Time In 01/19/2016 08:00 AM

Renter
MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out In
SILVER	GSD6625	S15C	7MBQP3	1,006 1,009

VIN: 3GCPCREH3GG156306

CLAIM INFORMATION

Claim# / PO# / RO# Insured
Date of Loss Type of Loss Type of Vehicle
Repair Shop

For Billing Inquiries / Payment Terms :
Tel#:(713) 465-7800
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance	Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 10401 CENTREPARK DRIVE STE 100 HOUSTON, TX 77043	Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571	
Fed Tax Id: 26-4086616	Account #	Rental Agreement
	36NWGV	Amount
		0
		GPBR
		06HC



10401 CENTREPARK DR STE 100
HOUSTON, TX 77043-1345

Rental Agreement #: 2ZDGV2
Bill Ref #: 8000-1134-2482
Invoice Date: 12/29/2015
Account #:

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

Subtotal 600.00

Total Charges (USD) 600.00

PAYMENTS

Payment Master Card -600.00

Total Payments (USD) -600.00

RENTAL INFORMATION

Date/Time Out 11/20/2015 08:00 AM
Date/Time In 12/20/2015 08:00 AM

Amount Due (USD) 0.00

Renter
MARTIN, KENNY

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms	
				Out	In
BLACK	FYJ7367	B15Q	7L8FQB	8,500	10,532

VIN: 1C6RR6GT9FS742076

SILVER	GSD6625	S15C	7MBQP3	6	1,006
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VIN: 3GCPCREH3GG156306

CLAIM INFORMATION

Claim# / PO# / RO# **Insured**

Date of Loss **Type of Loss** **Type of Vehicle**

Repair Shop

For Billing Inquiries / Payment Terms :
Tel#:(713) 465-7800
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance	Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 10401 CENTREPARK DRIVE STE 100 HOUSTON, TX 77043	Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571	
Fed Tax Id: 26-4086616	Account #	Rental Agreement
		Amount
		GPBR
	2ZDGV2	0
		06HC



10401 CENTREPARK DR STE 100
HOUSTON, TX 77043-1345

Rental Agreement #:
Bill Ref #:
Invoice Date:
Account #:

2PY2PM
8000-1095-1174
11/30/2015

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out: 10/21/2015 08:00 AM
Date/Time In: 11/20/2015 08:00 AM

Renter
MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms Out	In
PER MFG	FRV7129	F15C	7KYQBG	19,200	19,300

VIN: 1FTEW1CF9FKD02927

BLACK	FYJ7367	B15Q	7L8FQB	7,954	8,500
-------	---------	------	--------	-------	-------

VIN: 1C6RR6GT9FS742076

CLAIM INFORMATION

Claim# / PO# / RO# Insured
Date of Loss Type of Loss Type of Vehicle
Repair Shop

Subtotal 600.00

Total Charges (USD) 600.00

PAYMENTS

Payment Master Card -600.00

Total Payments (USD) -600.00

Amount Due (USD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

For Billing Inquiries / Payment Terms :
Tel#:(713) 465-7800
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance	Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 10401 CENTREPARK DRIVE STE 100 HOUSTON, TX 77043	Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571	
Fed Tax Id: 26-4086616	Account #	Rental Agreement
		Amount
		GPBR
		06HC



10401 CENTREPARK DR STE 100
HOUSTON, TX 77043-1345

Rental Agreement #: 2FXZM7

Bill Ref #:

8000-1047-8716

Invoice Date:

10/29/2015

Account #:

BILLING DETAIL

Description	Qty/Per	Rate	Amount
TIME & DISTANCE	1 MTH	600.00	600.00

BILL TO

KENNY MARTIN
3001 N 23RD
LAPORTE, TX - 77571

RENTAL INFORMATION

Date/Time Out 09/21/2015 08:00 AM Date/Time In 10/21/2015 08:00 AM

Renter
MARTIN, KENNY

RENTAL VEHICLES

Color	License	Model	Unit	Miles/Kms	
PER MFG	FRV7129	F15C	7KYQBG	Out	In
				19,000	19,200

VIN: 1FTEW1CF9FKD02927

Subtotal 600.00

Total Charges (USD) 600.00

PAYMENTS

Payment Master Card -600.00

Total Payments (USD) -600.00

Amount Due (USD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., sales taxes and fees or surcharges), and charges divided between multiple parties may be rounded up or down a whole cent to ensure that the charges equal the actual Total Amount Due and/or to avoid fractional cents.

CLAIM INFORMATION

Claim# / PO# / RO# Insured

Date of Loss Type of Loss Type of Vehicle

Repair Shop

For Billing Inquiries / Payment Terms :

Tel#:(713) 465-7800
HTNARADMIN99@EHI.COM
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing Enterprise

Please Return This Portion With Remittance		Amount Due (USD)	0
Remit To : ENTERPRISE RENT-A-CAR 10401 CENTREPARK DRIVE STE 100 HOUSTON, TX 77043		Paid By: KENNY MARTIN 3001 N 23RD LAPORTE, TX 77571	
Fed Tax Id: 26-4086616	Account #	Rental Agreement	Amount
		2FXZM7	0
			GPBR 06HC



Enterprise Plus

Emerald Club

Rental Receipt - Thank you for your business

FTW INC.
KENNY MARTIN

Contract Number: **24WS1Z**
Receipt Date: **Sep 21, 2015**

Enterprise Location: 10401 CENTREPARK DR STE 100
HOUSTON, TX 77043-1345
US
Tel.: (713) 465-7800

Driver: KENNY MARTIN

Start Date:	End Date:	Make/Model	Start Miles	End Miles	Miles Driven
Aug 22, 2015 @ 8:00 am	Sep 21, 2015 @ 8:00 am	FORD F15C	13,999	14,005	6
Total Miles					6

Charge Description	Quantity	Per	Rate	Total
Rate	1	Month	600.00	600.00
Subtotal:				USD 600.00

DUPLICATE

CREDIT CARD	CCARD	600.00		
Subtotal:				USD 600.00
Total Payment Amount:				USD 600.00

If you have any questions about this receipt please contact our support staff at (713) 465-7800 or [Email us](#).

03252535214019
S2 ST

Street Crimes Vehicle
Sept. 2015

Charged 10/1
on CC

10/1

EXPENDITURES

C) Equipment

5) – Software

\$14,602



PublicEngines™

Creators of CrimeReports, CommandCentral and TipSoft

756 East Winchester Street
Suite 150
Murray, UT 84107

Invoice

Invoice Date 9/1/2015
Invoice # 22214
Due Date 10/1/2015
Agency ID # 111598

Bill To:

La Porte Police Department
Attn: Accounts Payable
3001 N 23rd
La Porte TX 77571-3185

Service Period Start	Service Period End	Purchase Order #	Payment Terms	
10/11/2015	10/10/2016		Net 30	
Description		Qty/Term	Rate	Amount
CommandCentral Analytics Annual Subscription Renewal		1	3,588.00	3,588.00
Agency Contact: Chief Ken Adcox				

Billing questions? Email or call prior to due date:
accounting@publicengines.com | (801) 828-2727

Invoice Total

\$3,588.00

03252535214055
SZST

Remittance Slip

Public Engines, Inc.

Invoice # 22214
Amount Due \$3,588.00
Amount Paid 3588.00

Please Enter Your Credit Card Information

Type: Discover Master Card VISA American Express
Credit Card #: 5567 0988 0017 2924
Expiration Date: 03 Month 19 Year
Signature: Michelle Crawford

PLEASE NOTE OUR NEW ADDRESS:

Public Engines, Inc.
756 East Winchester Street
Suite 150
Murray, UT 84107

Completed credit card information may be faxed to (801) 998-3093 or scanned and emailed to accounting@publicengines.com.



PublicEngines™

Creators of CrimeReports, CommandCentral and TipSoft

11781 South Lone Peak Parkway
Suite 200
Draper, UT 84020

Invoice

Invoice Date 10/1/2013
Invoice # 18740
Due Date 10/31/2013
Agency ID # 119748

Bill To:

La Porte Campus Crime Stoppers
Attn: Accounts Payable/Steve Deardorff
3001 North 23rd Street
La Porte TX 77571

Service Period Start	Service Period End	Purchase Order #	Payment Terms	
11/9/2013	11/8/2014		Net 30	
Description		Qty/Term	Rate	Amount
TipSoft v5 Online, WebTips & SMS Text Tips Annual Subscription Renewal		1	1,680.00	1,680.00
Agency Contact: Steve Deardorff				

Billing questions? Email or call prior to due date:
accounting@publicengines.com | (801) 828-2727

Invoice Total

\$1,680.00

Remittance Slip

Public Engines, Inc.

Invoice # 18740
Amount Due \$1,680.00
Amount Paid _____

Please Enter Your Credit Card Information

Type: ___ Discover ___ Master Card ___ VISA ___ American Express
Credit Card #: _____
Expiration Date: ___ Month ___ Year
Signature: _____

Make Checks Payable To

Public Engines, Inc.
11781 South Lone Peak Parkway
Suite 200
Draper UT 84020

Completed credit card information may be faxed to (801) 998-3093 or
scanned and emailed to accounting@publicengines.com.

Anderson Software, LLC
P.O. Box 294867
Kerrville TX 78029



La Porte Campus Crime Stoppers
3001 N 23rd St
Le Porte TX 77571-3185

Invoice # 6654
Invoice Date October 1, 2015
Balance Due (USD) \$384.40

Item	Description	Unit Cost	Quantity	Line Total
DS/A	DynaSite CMS Website Subscription - Annual	29.95	12	359.40
DR1	Domain Registration / Renewal	25.00	1	25.00
Sub/Renewal 12	November 2015 thru October 2016	0.00	1	0.00

Total 384.40
Amount Paid 0.00
Balance Due (USD) \$384.40

Terms

Effective as of AUG 1, 2014, Anderson Software really prefers payment via credit card if at all possible. Please click the link to pay this invoice online via credit card. If you have no credit card, it is fine for you to continue paying by check. You may also contact our office to provide a credit card for us to place on file for auto-billing subsequent charges on your account.

03252535214055
52ST

McBedford
10-1-15

PAYMENT STUB

Anderson Software, LLC
P.O. Box 294867
Kerrville TX 78029

To Pay Your Invoice Online

Go to <https://andersonsoftware.freshbooks.com/code> and enter the code 3dm7VWlt8NJrdP5H

Client La Porte Campus Crime Stoppers
Client Phone (281) 471-3810
Invoice # 6654
Invoice Date October 1, 2015
Balance Due (USD) \$384.40
Amount Enclosed

Transaction Pending

Your payment of \$384.40 was successfully received!

- Note that invoice 6654 from Anderson Software, LLC will show as "pending" until the payment is fully processed, which can take up to 24 hours.
- After processing, a charge from **WPY*Anderson Softwar** will appear on the credit card statement.

Review all your invoices



Predictable is Preventable

Lexipol LLC
6 B Liberty Ste. 200
Aliso Viejo, CA 92656

Invoice

Date	Invoice #
10/1/15	14890

Bill To
La Porte Police Department Attn: Accounts Payable 3001 N 23rd St La Porte, TX 77571

032525 35213020
SZ ST

Due Date
10/31/15

Description	
<p>The one year law enforcement policy manual update subscription includes 24/7 access to Knowledge Management System for updates and editing. The DTB subscription service includes 365 Unique Scenario Daily Training Bulletins and Testing Data Base. 11/01/2015 - 10/31/2016</p> <p>Law Enforcement Procedure Manual Online annual subscription. 11/01/2015 - 10/31/2016 Included Free of Charge</p>	
Thank you!	Total
	\$8,950.00
Phone #	949-484-4444
Fax #	949-484-4443
Terms and Conditions: All services are payable in full within thirty (30) days from the invoice date.	

EXPENDITURES

F) Training

1) – Fee (Conferences, Seminars)

\$5,985

RECEIVING REPORT

PAGE: 1

RECEIPT NO.: 195864

SHIP TO:
POLICE DEPARTMENT

P. O. NO.: 160483

DATE: 7/14/16

VENDOR: SARAH CORTEZ CONSULTING LLC
2505 DRI SCOLL ST
HOUSTON TX 77019

VENDOR NO.
436058

DELIVER BY SHIP VIA
7/12/16

F. O. B.

CONFIRM BY

CONFIRM TO
ASHLEY ELLISON

REQUISITIONED BY
DOVE

FREIGHT

CONTRACT NO.

REQ. NO.
0000018486

REQ. DATE
7/12/16

LINE	QTY RCVD	BI N LOCATI ON	UOM	ITEM NO.	AND DESCRI PTI ON	UNI T COST	EXTENDED COST
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1	1.00	EA		100 040	EDUCATI ON TRAI NI NG/ SEM NARS LEADERHI P TRAI NI NG	625.0000	625.00
Acct / Proj : 03252535213020 / SZST							

TOTAL EXTENDED COST: 625.00

Send ✓ to P.D.

MDOVE

M Bedford
7-14-16

RECEIVED BY: LAPOMLD

RECEIVED DATE: 7/14/16

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sarah Cortez	
	2 Business name/disregarded entity name, if different from above Sarah Cortez Consulting LLC	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 2505 Driscoll St.	Requester's name and address (optional)
	6 City, state, and ZIP code Houston, TX 77019-6707	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
4 6 - 1 3 0 8 7 1 2	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Sarah Cortez* Date ▶ *02-04-2016*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



City of La Porte Accounts Payable

Check Requisition

Vendor #:		Due Date 02/22/2016			
Vendor Name: Vernon Hale PO Box 210681 Dallas, TX. 75211					
<i>You are required to attach receipts with all check requisitions.</i>					
Description: Leadership & Motivation in the 21 st Century; Police Dept. Leadership Mentor Course March 9, 2016					
Account #	Project #	Invoice #	Commodity Code	Date	Amount \$\$
03252535213020	SZST	392016		03/09/2016	\$1,250.00
				Total Amount Due: \$	\$1,250.00
Remarks: Send check to Police Department; Mark Roznovak					
Prepared By : M. Roznovak Date: 02/22/2016			Approved By: <i>md Bedford</i>		Date: 2-22-16

Revised 8/15/97

Vernon Hale
PO BOX 210681 Dallas TX 75211
Tel 214-542-1734 Fax [Fax]

INVOICE [NO.]

3.9.2016

BILL TO

SHIP TO

INSTRUCTIONS

La Porte Police Department
3001 North 23rd Street
La Porte, TX 77571

Same as recipient

[Add additional instructions]

QUANTITY

DESCRIPTION

UNIT PRICE

TOTAL

2

Instruction Day Rate

\$625.00

\$1250.00

SUBTOTAL

\$1250.00

SALES TAX

SHIPPING & HANDLING

TOTAL DUE BY [SELECT DATE]

\$1250.00

Thank you for your business!

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Vernon L. Hale III	
Business name, if different from above	
Check appropriate box: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) PO BOX 210681	Requester's name and address (optional)
City, state, and ZIP code Dallas, TX 75211	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number		
523	94	5842
or		
Employer identification number		

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 8 Feb 16
------------------	----------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

5957

Kings Bbq

521 W. Main
La Porte, TX 77571
Tel : (281) 470-8358

Server: Alicia -

30	2-Meat Combo Dinner	\$299.7
3	Gallon of tea	\$21.00
1	Full Pan Cobbler	\$36.00
1	Police Discount	-\$35.6

Item Count: 35
Subtotal : \$321.03
Tax : \$26.48

Total : \$347.51

Charge On Credit Card : \$347.51

Created: Fri, Feb 26 '16 10:53 AM

PRE-AUTH

*Leadership
Training*

2/26/2016 10:53:45 AM

MER#:

Terminal ID: LK

CASHIER#: Alicia

Transaction #: 1066768939

SERVER#: Alicia

SALE : 347.51

TIP : _____

TOTAL : _____

ACCT: *****

CARD TYPE:

Auth Code: 022096

Var :

Station 1

*****APPROVED*****

COPY CUSTOMER

.et #: 2761.



City of La Porte Accounts Payable

Check Requisition

Vendor #:		Due Date: 2/2/2016			
SRW TACTICAL CONSULTING 3465 N. Blue Sage Rd. Morgan, Utah 84050					
<i>You are required to attach receipts with all check requisitions.</i>					
Description:					
Tactical Consulting					
Account #	Project #	Description	Customer PO #	Date	Amount \$
03252535213020	SZFED	Instructor Fees			\$2,000.00
03252535213020	SZFED	Air Fare			\$751.20
03252535213020	SZFED	Lodging			\$315.90
03252535213020	SZFED	4 meals @\$35.00/day			\$140.00
03252535213020	SZFED	Rental Car			\$243.11
Total Amount Due: \$					\$3,450.21
Remarks:					
Prepared By: M. DOVE <i>M. Dove</i>		Approved By: M. Bedford <i>M. Bedford</i>		Date: 2/2/16	

SRW TACTICAL CONSULTING
 3465 N. Blue Sage Rd.
 Morgan, Utah 84050

Invoice No. 2016-LaPorte-01

INVOICE

Customer

Name LaPorte, TX, PD
 Address c/o Mark Roznovak
 City _____ State _____ ZIP _____
 Phone _____

Misc

Date 1/29/2016
 Order No. _____
 Rep _____
 FOB _____

Qty	Description	Unit Price	TOTAL
2	Instructor Fees	\$1,000.00	\$ 2,000.00
1	Air Fare	\$751.20	\$ 751.20
1	Lodging	\$315.90	\$ 315.90
4	Meals @\$35.00/day (including travel days)	\$35.00	\$ 140.00
1	Rental Car	\$243.11	\$ 243.11
TIN # 26-2171449			

SubTotal	\$ 3,450.21
Shipping	
TOTAL	\$ 3,450.21

Payment

Comments _____
 Name _____
 CC # _____
 Expires _____

Tax Rate(s)

Office Use Only

"IN THE ARENA"

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Steven R. Watt	
Business name/disregarded entity name, if different from above SRW, Inc.	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
Address (number, street, and apt. or suite no.) 3465 N. Blue Sage Rd.	Requester's name and address (optional)
City, state, and ZIP code Morgan, UT 84050	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
2	6	-	2	1	7	1	4	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person	Date 01/29/16
------------------	--------------------------	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested <u>November 14, 2016</u>
Requested By <u>Matt Hartleib</u>
Department: <u>Human Resources</u>
Report _____ Resolution: _____ Ordinance: _____

Exhibits: IPS Recommendation Presentation

Exhibits: IPS Full Summary Report

Exhibits: _____

<u>Appropriation</u>
Source of Funds: <u>Premiums</u>
Account Number: <u>various 014 accounts</u>
Amount Budgeted: <u>\$820,051.00</u>
Amount Requested: <u>\$684,887.50</u>
Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

SUMMARY & RECOMMENDATION

The City's benefits consultants, IPS Advisors, initiated the RFP process on September 1, 2016 for the City's Medical, Pharmacy, Stop Loss, Vision, and Medicare coverage lines. On October 12th, IPS met with City Staff to present an initial analysis of the response. Finalists were identified and Best and Final Offers (BAFO) were sought. Those BAFOs were presented to the Chapter 172 committee and City staff by IPS on October 24th. The committee had some follow-up questions for IPS to research and present back before a final recommendation could be reached. On October 31st, IPS presented additional information to the Committee. As a result of the RFP and BAFO processes, Chapter 172 unanimously recommends the following actions and seeks Council approval of same.

Third Party Administration of Medical and Pharmacy Plans – Six proposals were received for the medical administration and six for the pharmacy benefit management. Recommended is the proposal received from the City's current provider, Aetna, which reduces administrative costs and increases the share of Rx rebates the City retains, resulting in a total projected administrative cost savings of \$84,588. Fund 014-6144-515.50-11 is budgeted at \$217,500.00 and the proposed cost for this recommendation is \$119,205.50

Stop Loss – Six proposals were received for Stop Loss coverage. Recommended is the proposal received from Partner RE which would result in a projected savings of \$18,536 over the current plan with Highmark. Fund 014-6144-515.60-12 is budgeted for \$392,711.00 and this option carries a cost of \$381,419.00.

Medicare – Three proposals were received for Medicare coverage. Recommended is the proposal received from Aetna which is the current provider. This recommendation will result in no change to our retirees coverage and no increase to City cost. Fund 014-6144-515.60-25 is budgeted for \$209,840.00 and this recommended option carries a cost of \$184,263.00 based on current member level.

Vision – Six proposals were received for the vision coverage. The City's current provider for the voluntary vision plan did not submit a proposal. Recommended is the proposal from Avesis, which

includes benefits that closely match the current plan and a slight reduction in cost to participants. This voluntary plan is funded completely by premiums of participants and has no budgetary impact.

Action Required by Council:

Consider approval or other action to approve the recommendations of City staff and Chapter 172 committee for Medical, Pharmacy, Stop Loss, Medicare, and Vision benefits plans.

Approved for City Council Agenda

Corby Alexander, City Manager

Date

Where Experience and
Independence Matter

Corporate Benefits Consulting
Insurance Planning Services
Retirement Plan Consulting



City of La Porte 2017 RFP Analysis – Best and Final Results

Brent A. Weegar, MBA
Principal

John Heerwagen
Employee Benefits Specialist

Brian Wilson
Account Manager



Nov. 14, 2016



Table of Contents

- I. Recommendations*
- II. RFP Vendor Response*
- III. Vendor Selection Matrix - Finalists*
- IV. Medical Plan*
- V. Medicare Supplement Plan*
- VI. Vision Plan*

Appendix
2017 Timeline

I. Recommendations



Recommendations

- **Third Party Administration**

- IPS completed a Request for Proposal for medical Third Party Administration, Stop Loss, and Pharmacy Benefit Manager as a part of the self-funded medical plan. IPS reviewed and scored all respondents based on the Vendor Selection Criteria outlined in this review. IPS took into consideration fixed costs, variable costs, plan design, network match, disruption, pharmacy rebates, network discounts, and out-of-network/shared savings programs. Based on all factors, IPS recommends contracting with Aetna as the City of La Porte's third party administrator.
- The incumbent Third Party Administrator, Aetna, is providing a -20% decrease to administration fees. Aetna also increased RX Rebate share from 10% to 30%, providing an additional \$38,456 in estimated rebates. The total savings for administration, including potential rebates, is approximately \$84,588 under the current plan administration costs.

- **Plan Design**

- After reviewing the plan benefits and proposals based on the current benefit structure, IPS is not recommending any plan design changes for 2017.

Recommendations

- **Stop Loss**

- SA Benefits / PartnerRE is providing the most competitive Stop Loss proposal, with a -5% reduction to both the Specific and Aggregate premiums
- SA Benefits / PartnerRE 's proposal is firm through 11/18/2016, with no individual lasers
- SA Benefits / PartnerRE has approved Aetna's standard Stop Loss reporting package
- SA Benefits / PartnerRE is providing a +7.96% increase to maximum claims liability
- SA Benefits / PartnerRE is providing an increase to Aggregate Contract Maximum from \$1,000,000 to \$2,000,000
- IPS Advisors recommends contracting with PartnerRE for Stop Loss coverage

- **Medicare**

- Aetna provided a rate pass for the 2017 Medicare plan
- IPS recommends contracting with Aetna for the 2017 Medicare Supplement Plan

- **Vision**

- The incumbent, Superior Vision, did not respond the RFP
- IPS recommends contracting with Avesis for a -5% decrease to total plan cost. Avesis offers the most competitive network match and benefits package
- Avesis is offering a three year rate guarantee

II. RFP Vendor Response



RFP Vendor Response

Third Party Administrators

Aetna – **Incumbent/Finalist**
Cigna – **Finalist**
BCBSTX – **Finalist**
HealthSmart – Not Competitive
BMA – Not Competitive
United Healthcare - **Finalist**
Continental Benefits – Did not quote
Web TPA – Did not quote

Pharmacy Benefit Manager

Aetna – **Incumbent/Finalist**
Cigna - **Finalist**
Optum Rx - **Finalist**
Prism BM – Not Competitive
Prime – **Presented**
You Serve RX – Not Competitive
Caremark – No Response
Express Scripts – Declined
MedTrakRx - Declined

Stop Loss

Aetna – Not Competitive
BCBSTX – **Finalist**
CIGNA – **Finalist**
Stealth:

- AIG - Declined
- Berkley – Not Competitive
- Guardian – Not Competitive
- HIIG - Declined
- Highmark - **Incumbent/Finalist**
- RSLI - Declined
- Sunlife - Declined
- Symetra - Declined
- Swiss Re – Not Competitive
- Voya - Declined

SA Benefits:

- TRU / Transamerica – Not Competitive
- PartnerRE – **Finalist**
- MRM / Transamerica – Not Competitive

United Healthcare – **Finalist**

RFP Vendor Response

Vision – Fully Insured

Cigna – Not Competitive

Aetna - **Finalist**

Davis Vision – **Finalist**

Ameritas – Did not quote

MetLife - **Finalist**

Avesis - **Finalist**

Superior Vision – Incumbent/Did not respond

Eyemed – Not Competitive

NVA - Did not quote

VSP - Did not quote

Humana – Did not quote

Eyetopia – Not Competitive

United Healthcare

Medicare

Aetna – **Incumbent/Finalist**

BCBSTX - **Finalist**

United Healthcare – **Finalist**

Hartford – Declined

TAGCO – Did not quote

Cigna – Did not quote

Humana – Did not quote

III. Vendor Selection Matrix - Finalists



Vendor Selection Matrix – TPA

Recommendation

TPA	AETNA	CIGNA	UNITED HEALTHCARE	BCBSTX
Cost (30%)	30	28	27	28
Cost Containment (20%)	20	20	20	20
Population Health Management Programs (20%)	18	18	18	17
Communication (5%)	5	5	5	5
Claims Processing (10%)	10	10	10	9
Integrated Systems/Technology Initiative (10%)	9	9	9	8
References /Past Performance (5%)	5	4	4	3
Total	97	94	93	90

Vendor Selection Matrix – PBM

PBM	Recommendation			
	AETNA	CIGNA	OPTUM RX	PRIME
Cost (30%)	29	27	28	28
Cost Containment (20%)	20	20	20	20
Population Health Management Programs (20%)	20	20	20	20
Communication (5%)	5	5	5	5
Claims Processing (10%)	10	10	10	9
Integrated Systems/Technology Initiative (10%)	10	10	10	10
References /Past Performance (5%)	5	4	4	3
Total	99	96	97	95

Vendor Selection Matrix – Stop Loss

STOP-LOSS	CIGNA	UNITED HEALTHCARE	BCBSTX	STEALTH	Recommendation
					SA BENEFITS / PARTNERRE
Cost (30%)	25	25	24	26	29
Cost Containment (20%)	19	19	19	19	19
Population Health Management Programs (20%)	20	20	20	20	20
Communication (5%)	5	5	5	5	5
Claims Processing (10%)	10	10	10	10	10
Integrated Systems/Technology Initiative (10%)	10	10	10	10	10
References /Past Performance (5%)	5	5	4	5	5
Total	94	94	92	95	98

Vendor Selection Matrix – Medicare Supp.

Recommendation

MEDICARE	AETNA	UNITED HEALTHCARE	BCBSTX
Cost (30%)	29	25	27
Cost Containment (20%)	19	19	19
Population Health Management Programs (20%)	20	20	20
Communication (5%)	5	5	4
Claims Processing (10%)	10	10	10
Integrated Systems/Technology Initiative (10%)	10	10	10
References /Past Performance (5%)	5	4	4
Total	98	93	94

Vendor Selection Matrix – Vision

Recommendation

VISION	METLIFE	AVESIS	DAVIS VISION	AETNA
Cost (30%)	25	28	25	26
Cost Containment (20%)	18	19	19	18
Population Health Management Programs (20%)	20	20	20	20
Communication (5%)	5	5	5	5
Claims Processing (10%)	10	10	10	10
Integrated Systems/Technology Initiative (10%)	10	10	10	10
References /Past Performance (5%)	4	4	4	5
Total	92	96	93	94

IV. Medical Plan



Medical Plan

	Recommendation	
	Current	Proposed
TPA:	Aetna	Aetna
STOP LOSS CARRIER:	Stealth / Highmark	SA Benefits / PartnerRE
PBM	Aetna	Aetna
PPO:	Aetna	Aetna
SPECIFIC STOP LOSS DEDUCTIBLE:	\$165,000	\$165,000
SPECIFIC MONTHLY TOTAL	\$31,925	\$30,380
SPECIFIC ANNUAL TOTAL	\$383,096	\$364,560
AGGREGATE MONTHLY TOTAL	\$1,483	\$1,405
AGGREGATE ANNUAL TOTAL	\$17,798	\$16,859
Annual Stop Loss Fixed Costs	\$400,894	\$381,420
Medical Administration (PEPM)	\$43.56	\$34.85
Rx Administration (PEPM)	Included	Included
Rx Rebate Credit / Estimated Rebates (PEPM)	(\$3.27)	(\$11.67)
Medical Network Access Fee (PEPM)	Included	Included
Third Party Stop Loss Integration (Flat Fee)	\$4,600.00	\$4,600.00
Utilization Review (PEPM)	Included	Included
Large Case Management (PEPM)	Included	Included
Disease/Maternity Management (PEPM)	Included	Included
ADMINISTRATION MONTHLY TOTAL	\$16,983	\$9,934
ADMINISTRATION ANNUAL TOTAL	\$203,794	\$119,206
FIXED COSTS MONTHLY TOTAL	\$50,391	\$41,719
FIXED COSTS ANNUAL TOTAL	\$604,688	\$500,625

MEDICAL CALCULATIONS BASED ON:

EMPLOYEE ENROLLMENT	143
DEPENDENT ENROLLMENT	269
TOTAL ENROLLMENT	412

V. Medicare Supplement Plan



Medicare Supplement Plan

City of La Porte Post-65 Retiree Plan

Recommendation

MEDICARE SUPPLEMENT RATES	Aetna	Aetna
	Current	Proposed Renewal
PARTICIPATION	Current	Proposed Renewal
Total Medicare Eligible Members	57	57
FINANCIALS	Current	Proposed Renewal
Total Rate	\$269.39	\$269.39
Monthly Premium	\$15,355	\$15,355
Annual Premium	\$184,263	\$184,263
\$ Change from Current	N/A	\$0
% Change from Current	N/A	0%

VI. Vision Plan



Vision Plan

VISION BENEFITS	Recommendation	
	Superior Vision Current	Avesis Proposed
Annual Eye Exam		
Network	\$10 Copay	\$10 Copay
Materials Co-Pay	\$25 Copay	\$25 Copay
Frames / Lenses*		
Single Vision - Network/Non-Network	Covered in full / Up to \$25 Reim.	Covered in full / Up to \$40 Reim.
Retail Frame Allowance - Network/Non-Network	Up to \$175 Up to \$70 Reim.	\$65 Wholesale Allowance / Up to \$65
Contacts		
Elective	\$25 Copay up to \$200 Allowance	\$175 Allowance
Lasik Benefit	Up to \$200	Up to 25% off plus \$150 allowance
Exam Frequency	12 months	12 months
Lens Frequency	12 months	12 months
Frames Frequency	24 months	24 months
FINANCIALS		
CURRENT RATES		
Employee Only	\$6.45	\$6.02
Employee + 1	\$11.20	\$10.64
Employee & Family	\$16.48	\$15.78
Monthly Premium	\$2,860.80	\$2,719.84
Annual Premium	\$34,329.60	\$32,638.08
\$ Change from Current	n/a	-\$1,691.52
% Change from Current	n/a	-5%
Rate Guarantee	n/a	3 Years

Note: This is a brief summary and not intended to be a contract.

Failed to respond to RFP





2017 Timeline

- **January**
 - Year End Recap Meeting
- **March/April**
 - Plan Analysis Review
 - Claims Update
 - Benchmarking Updates
 - Utilization Review
 - Plan Design and Contribution Strategy
 - Preliminary Recommendations
 - Finalize Budget Time Line
- **May**
 - Draft RFP to City
- **June**
 - Mid-Year Review
 - Finalize Preliminary Budget with Finance
 - Release RFP
- **July**
 - Renewals Due
 - RFP Opening
- **August**
 - Present Preliminary RFP Results to City
 - BAFO Presentation for All Lines except Stop Loss
 - Finalize Plan Designs / Rate Structures
 - Reconcile Budget
- **September**
 - Presentations of Recommendations to Council
 - Begin Vendor Implementations
 - Complete Applications
- **October**
 - BAFO due for Stop Loss
 - Continue Vendor Implementations
 - Finalize and Bind Stop Loss Rates
 - Begin Open Enrollment
- **November**
 - Continue Vendor Implementations
 - Complete Open Enrollment
- **December**
 - Release ID Cards
 - Finalize Vendor Implementation
 - System Testing

Where Experience and
Independence Matter

Corporate Benefits Consulting
Insurance Planning Services
Retirement Plan Consulting



City of La Porte 2017 RFP Analysis – Best and Final Results

Brent A. Weegar, MBA
Principal

John Heerwagen
Employee Benefits Specialist

Brian Wilson
Account Manager



October 24, 2016



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- I. RFP Vendor Response*
- II. Medical BAFO Results*
- III. Vision BAFO Results*
- IV. Medicare BAFO Results*
- V. Vendor Selection Matrix*
- VI. Summary and Recommendations*

Appendix

2017 Timeline

I. RFP Vendor Response



RFP Vendor Response

Third Party Administrators

Aetna – **Incumbent/Finalist**
Cigna – **Finalist**
BCBSTX – **Finalist**
HealthSmart – Not Competitive
BMA – Not Competitive
United Healthcare - **Finalist**
Continental Benefits – Did not quote
Web TPA – Did not quote

Pharmacy Benefit Manager

Aetna – **Incumbent/Finalist**
Cigna - **Finalist**
Optum Rx - **Finalist**
Prism BM – Not Competitive
Prime – **Presented**
You Serve RX – Not Competitive
Caremark – No Response
Express Scripts – Declined
MedTrakRx - Declined

Stop Loss

Aetna – Not Competitive
BCBSTX – **Finalist**
CIGNA – **Finalist**
Stealth:

- AIG - Declined
- Berkley – Not Competitive
- Guardian – Not Competitive
- HIIG - Declined
- Highmark - **Incumbent/Finalist**
- RSLI - Declined
- Sunlife - Declined
- Symetra - Declined
- Swiss Re – Not Competitive
- Voya - Declined

SA Benefits:

- TRU / Transamerica – Not Competitive
- PartnerRE – **Finalist**
- MRM / Transamerica – Not Competitive

United Healthcare – **Finalist**

RFP Vendor Response

Vision – Fully Insured

Cigna – Not Competitive

Aetna - **Finalist**

Davis Vision – **Finalist**

Ameritas – Did not quote

MetLife - **Finalist**

Avesis - **Finalist**

Superior Vision – Incumbent/Did not respond

Eyemed – Not Competitive

NVA - Did not quote

VSP - Did not quote

Humana – Did not quote

Eyetopia – Not Competitive

United Healthcare

Medicare

Aetna – **Incumbent/Finalist**

BCBSTX - **Finalist**

United Healthcare – **Finalist**

Hartford – Declined

TAGCO – Did not quote

Cigna – Did not quote

Humana – Did not quote

II. Medical RFP Results



CITY OF LA PORTE
PARTIAL SELF FUNDING PROPOSAL ANALYSIS - 165K Spec

Recommendation

	Current	BAFO Renewal	Proposed	Proposed	Proposed	Proposed
TPA:	Aetna	Aetna	Aetna	Cigna	UHC	BCBSTX
STOP LOSS CARRIER:	Stealth / Highmark	Stealth / Highmark	SA Benefits / PartnerRE	SA Benefits/PartnerRE	SA Benefits/PartnerRE	SA Benefits/PartnerRE
PBM	Aetna	Aetna	Aetna	Cigna	OptumRX	Prime
PPO:	Aetna	Aetna	Aetna	Open Access Plus	Choice +	Blue Choice PPO
SPECIFIC STOP LOSS DEDUCTIBLE:	\$165,000	\$165,000	\$165,000	\$165,000	\$165,000	\$165,000
SPECIFIC STOP LOSS LIFETIME MAXIMUM:	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
SPECIFIC STOP LOSS ANNUAL MAXIMUM:	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
SPECIFIC CONTRACT :	24/12 (M, Rx)	Paid (M, Rx)	24/12 (M, Rx)	24/12 (M, Rx)	24/12 (M, Rx)	24/12 (M, Rx)
AGGREGATE CONTRACT CORRIDOR:	125%	125%	125%	125%	125%	125%
AGGREGATE CONTRACT MAXIMUM:	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
AGGREGATE CONTRACT:	24/12 (M, Rx)	Paid (M, Rx)	24/12 (M, Rx)	24/12 (M, Rx)	24/12 (M, Rx)	24/12 (M, Rx)
SPECIFIC PREMIUM: Employee	\$39.37	\$44.74	\$37.88	\$37.88	\$37.88	\$37.88
Dependent:	\$97.75	\$113.97	\$92.80	\$92.80	\$92.80	\$92.80
SPECIFIC MONTHLY TOTAL	\$31,925	\$37,056	\$30,380	\$30,380	\$30,380	\$30,380
SPECIFIC ANNUAL TOTAL	\$383,096	\$444,669	\$364,560	\$364,560	\$364,560	\$364,560
AGGREGATE PREMIUM (Per Employee):	\$3.60	\$3.81	\$3.41	\$3.41	\$3.41	\$3.41
AGGREGATE MONTHLY TOTAL	\$1,483	\$1,570	\$1,405	\$1,405	\$1,405	\$1,405
AGGREGATE ANNUAL TOTAL	\$17,798	\$18,837	\$16,859	\$16,859	\$16,859	\$16,859
AGGREGATE STOP LOSS FACTOR:						
Employee	\$762.38	\$812.86	\$809.30	\$809.30	\$809.30	\$812.86
Additional for Family	\$1,829.71	\$1,950.86	\$1,982.78	\$1,982.78	\$1,982.78	\$1,950.86
Monthly Aggregate Accumulation	\$601,212	\$641,020	\$649,098	\$649,098	\$649,098	\$641,020
Annual Aggregate Accumulation	\$7,214,548	\$7,692,244	\$7,789,173	\$7,789,173	\$7,789,173	\$7,692,244
Projected Claims - Carrier	\$5,771,638	\$6,153,795	\$6,231,338	\$6,231,338	\$6,231,338	\$6,153,795
Medical Administration (PEPM)	\$43.56	\$34.85	\$34.85	\$29.96	\$59.55	\$59.62
Rx Administration (PEPM)	Included	Included	Included	Included	\$0.79	Included
Rx Rebate Credit / Estimated Rebates (PEPM)	(\$3.27)	(\$11.67)	(\$11.67)	(\$11.31)	(\$25.99)	(\$33.23)
Medical Network Access Fee (PEPM)	Included	Included	Included	Included	Included	Included
Third Party Stop Loss Integration (Flat Fee)	\$4,600.00	\$4,600.00	\$4,600.00	\$0.95	\$1.00	\$2,500.00
Utilization Review (PEPM)	Included	Included	Included	Included	Included	Included
Large Case Management (PEPM)	Included	Included	Included	Included	Included	Included
Disease/Maternity Management (PEPM)	Included	Included	Included	Included	Included	Included
ADMINISTRATION MONTHLY TOTAL	\$16,983	\$9,934	\$9,934	\$8,074	\$14,566	\$11,081
ADMINISTRATION ANNUAL TOTAL	\$203,794	\$119,206	\$119,206	\$96,885	\$174,795	\$132,972
FIXED COSTS MONTHLY TOTAL	\$50,391	\$48,559	\$41,719	\$39,859	\$46,351	\$44,312
FIXED COSTS ANNUAL TOTAL	\$604,688	\$582,711	\$500,625	\$478,305	\$556,214	\$531,745
ESTIMATED RESERVE FUNDING	\$0	\$0	\$0	\$0	\$0	\$0
ESTIMATED FEE CREDITS / ALLOWANCES	\$0	\$0	\$0	(\$75,000)	(\$25,000)	(\$5,000)
PROJECTED RUN OUT ADMIN COST (3 MONTHS)	\$0	\$0	\$0	\$0	\$0	\$0
PROJECTED COST OF LASERS	\$0	\$0	\$0	\$0	\$0	\$0
MAXIMUM MONTHLY FUNDING	\$651,603.00	\$689,580	\$690,816	\$695,206.45	\$697,532	\$685,749
MAXIMUM ANNUAL FUNDING	\$7,819,236	\$8,274,955	\$8,289,798	\$8,342,477	\$8,370,387	\$8,228,989
PERCENTAGE Δ FROM CURRENT	n/a	5.8%	6.0%	6.7%	7.0%	5.2%
DOLLAR CHANGE FROM CURRENT	n/a	\$455,719	\$470,562	\$523,241	\$551,151	\$409,753
EXPECTED MONTHLY MONTHLY FUNDING	\$531,361	\$561,376	\$560,997	\$552,886.90	\$563,546	\$556,712
EXPECTED ANNUAL FUNDING	\$6,376,326	\$6,736,506	\$6,731,963	\$6,634,643	\$6,762,552	\$6,680,540
PERCENTAGE Δ FROM CURRENT	n/a	5.6%	5.6%	4.1%	6.1%	4.8%
DOLLAR CHANGE FROM CURRENT	n/a	\$360,180	\$355,637	\$258,316	\$386,226	\$304,214

MEDICAL CALCULATIONS BASED ON:

EMPLOYEE ENROLLMENT	143
DEPENDENT ENROLLMENT	269
TOTAL ENROLLMENT	412

**CITY OF LA PORTE
PARTIAL SELF FUNDING PROPOSAL ANALYSIS - 165K Spec**

	Current	BAFO Renewal	Proposed	Proposed	Proposed	Proposed
TPA:	Aetna	Aetna	Aetna	Cigna	UHC	BCBSTX
Stop Loss Best and Final	Final	Firm Rates - through 11/18	Firm Rates - through 11/18	Firm Rates - through 11/18	Firm Rates - through 11/18	Firm Rates - through 11/18
Lasers	No New Laser Contract	No Laser	No Laser	No Laser	No Laser	No Laser No Rate Cap
Aggregate Run-In Limit	\$1,080,261	n/a	\$944,997	\$944,997	\$905,493	Spec Ded.
Minimum Attachment Point	\$6,751,631	\$6,153,795	\$7,559,979	\$7,559,979	\$7,559,979	\$6,229,859
RX Rebates	Paid Quarterly	Paid Quarterly	Paid Quarterly	Paid Quarterly	Paid Quarterly	N/A
Administration Guarantees	n/a	+3% Yr 2; +3% Yr 3	+3% Yr 2; +3% Yr 3	0% Yr 2, 0% Yr 3	0% Yr 2, 0% Yr 3	+3% Yr 2; +3% Yr 3
Allowances / Credits		None	None	\$25,000 Wellness/Tranistion Credit \$50,000 ASO fee holiday	\$10,000 Wellness Credit \$15,000 Implementation Credit	\$5,000 Wellness Credit
Notes / Caveats	SL Includes Pre 65 Retirees \$16,158 RX rebate based on 24 months RX Rebates received OON Paid: 140% of Medicare RX Rebate = 10% Admin Fee is a composite rate Actual Admin Rate is as follows: Choice POS II = \$43.06 AHF Choice POS II = \$44.02 Shared Savings/NAP 1/1/16 - 6/30/16 = \$126,775.83	SL Includes Pre 65 Retirees Performance Guarantees total 10% of Maximum Fees Estimated RX Rebate provided by Aetna OON Paid: 140% of Medicare	SL Includes Pre 65 Retirees Performance Guarantees total 10% of Maximum Fees Estimated RX Rebate provided by Aetna RX Rebates = 30% OON Paid: 140% of Medicare Admin Fee is a composite rate Actual Admin Rate is as follows: Choice POS II = \$34.38 AHF Choice POS II = \$35.34	SL Includes Pre 65 Retirees ASL Rate is Composite 24/7 Customer Service OON Paid 140% of Medicare \$15,000 in Perf. Guarantees	SL Includes Pre 65 Retirees Admin Fee is Composite Shared Savings - 35% \$46,000 Performance Guar.	SL Includes Pre 65 Retirees RX Rebate is in the form of an Admin Credit

**CITY OF LA PORTE
TPA COMPARISON**

		Finalist	Finalist	Finalist	Finalist
TPA COMPARISON	Aetna	Aetna	Cigna	United Healthcare	BCBSTX
	Current	Proposed	Proposed	Proposed	Proposed
Medical Administration Fee (pepm)	\$43.56	\$34.85	\$29.96	\$59.55	\$59.62
Rx Administration Fee (pepm)	\$0.00	\$0.00	\$0.00	\$0.79	\$0.00
TOTAL Administration Fees (pepm)	\$43.56	\$34.85	\$29.96	\$60.34	\$59.62
PPO Access (pepm)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ACO Access (pepm)	n/a	n/a	n/a	n/a	n/a
Utilization Review (pepm)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Disease Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rx Rebates/Admin Credit	(\$3.27)	(\$11.67)	(\$11.31)	(\$25.99)	(\$33.23)
TOTAL Managed Care Fees (pepm)	(\$3.27)	(\$11.67)	(\$11.31)	(\$25.99)	(\$33.23)
TOTAL Monthly Fee (pepm)	\$40.29	\$23.18	\$18.65	\$34.35	\$26.39
TOTAL Monthly Fee (pepm)	\$16,599	\$9,550	\$7,682	\$14,152	\$10,873
TOTAL Annual Fee (pepm)	\$199,194	\$114,606	\$92,188.40	\$169,826	\$130,472
\$ Change From Current	n/a	(\$84,588)	(\$107,005)	(\$29,367)	(\$68,722)
% Change From Current	n/a	-42%	-54%	-15%	-34%
Rate Guarantee	n/a	+3% Yr 2; +3% Yr 3	0% Yr 2; 0% Yr 3	0% Yr 2; 0% Yr 3	+3% Yr 2; +3% Yr 3
Annual General Services / Renewal Fee	None	None	None	None	None
Installation Fee	None	None	None	None	None
Run In Administration Fee	Included	Included	Not Included	Not Included	Not Included
Run Out Administration Fee	Included	Included	Not Included	Not Included	\$22.20
Run In/Out Limitation	1 Year	1 Year	Not Included	Not Included	Not Included
Fudiciary Responsibility	Included	Included	Included	Included	Included
Subrogation	30% of Savings	30% of Savings	30% of Savings	30% of Savings	25% of Savings
Third Party Stop Loss	\$4,600 per year (12 months of reporting)	\$4,600 per year (12 months of reporting)	\$0.95 PEPM	\$1.00 PEPM	\$2,500
RX Dispensing Fee	\$1.30	\$1.20	\$1.40	\$1.19	\$0.90
Large Case Management	Included	Included	Included	Included	Included
Nurse Line	Included	Included	Included	Included	Included
Out-of-network Claims Negotiation	50% of Attained Savings	50% of Attained Savings	29% of Savings	35% of Savings	Included
Maternity Program	Included	Included	Included	Included	Included
Nurse Line	Included	Included	Included	Included	Included
COBRA / HIPAA	4.37 (mimumin billing = \$150)	4.37 (mimumin billing = \$150)	\$0.60	\$0.55	\$0.60
Cost of Care Estimator	Included	Included	Included	Included	Included
SPD/Plan Doc Printing	Included; Printing is addtl cost	Included; Printing is addtl cost	Included; Printing is addtl cost	Included; Printing is addtl cost	Included; Printing is addtl cost
ID Cards	Included	Included	Included	Included	Included
PPO Directories	Included	Included	Included	Included	Included
Reports	Standard	Standard	Standard	Standard	Standard
Electronic Enrollment	Not Included	Not Included	Not Included	Not Included	Not Included
Employer Online Access	Included	Included	Included	Included	Included
Employee Online Access	Included	Included	Included	Included	Included
Performance Guarantees	7% of Admin Fees at Risk	10% of Admin Fees at Risk	\$15,000	\$46,000	Not Included

NOTE: This is a brief summary and is not intended to be a contract.

**City of La Porte
Partial Self Insured PBM Comparison**

	FINALIST	FINALIST	FINALIST	FINALIST
Carrier / TPA	Aetna	Cigna	United Healthcare	BCBSTX
Pharmacy Benefit Manager	Aetna	Cigna	OptumRx	Prime
Start Up Costs	n/a	n/a	n/a	n/a
Administration Fee	\$0.00	\$0.00	\$0.79 pepm	\$0.00
Dispensing Fee				
Retail	\$1.20	\$1.40	\$1.19	\$0.90
Mail Order	\$0.00	\$0.00	\$0.00	\$0.00
Average Drug Costs				
Brand Retail	AWP - 15.0%	AWP - 19.10%	AWP - 18.4%	AWP - 16.9%
Brand Retail 90	n/a	n/a	n/a	n/a
Brand Mail	AWP - 21.0%	AWP - 22.0%	AWP - 21.1%	AWP - 20.5%
Generic Retail	AWP - 66.0%	AWP - 77.0%	AWP - 72.7%	AWP - 79.05%
Generic Retail 90	n/a	n/a	n/a	n/a
Generic Mail	AWP - 73.0%	AWP - 80.0%	AWP - 75.7%	AWP - 81.95%
Specialty	AWP - 13.50%	AWP - 10.5%	AWP - not provided	AWP - not provided
Claims Cost				
Electric	Included	Included	Included	Included
Paper	Included	Included	Included	Included
Drug Utilization Review	Included	Included	Included	Included
Prior Authorizations				
Non-Clinical	Included	Included	Included	Included
Clinical	Included	Included	Included	Included
Formulary Rebates (Minimum)				
Per Retail	10%	\$31.43	\$93.90	n/a
Per Retail 90	10%	\$90.30	\$0.00	n/a
Per Mail	10%	\$174.39	\$183.60	n/a
Estimated Rebate Value	\$11.67 PEPM	\$11.31 PEPM	\$25.99 PEPM	\$33.23 PEPM
Retail 90 Program	Available	Available	Available	Not Available
Pharmacy Discounts Guaranteed	Not Stated	Yes	Yes	Yes
Formulary Disruption				
Negative Disruption		2.7%	13.3%	<i>Requested</i>
No Disruption		84.6%	76.4%	<i>Requested</i>
Positive Disruption		11.3%	10.3%	<i>Requested</i>
NETWORK				
Geo Access Match (2 Providers in 10 mi.)	99.4%	98.6%	99.0%	<i>Not Provided</i>
Average Drug Ingredient Cost - Repricing	\$148.67	\$152.50	\$143.85	\$145.10
Dispensing Fee	\$16,986	\$18,739	\$16,023	\$14,281
Repriced Total Cost = 24,567 Drugs	\$2,080,905	\$2,135,744	\$2,012,949	\$2,028,559
Admin Fees	\$0	\$0	\$3,906	\$0
\$ Change	n/a	\$54,839	-\$67,956	-\$52,346
% Change	n/a	2.6%	-3.3%	-2.5%

Negative Disruption =
12.65% of members

Negative Disruption = 23.6%
of members

City of La Porte Partial Self Insured Network Comparison

	Aetna	Cigna	United Healthcare	BCBSTX
MEDICAL NETWORK - GEOACCESS	POS II	Open Access Plus	UHC Choice +	Blue Choice
2 Primary Care Physicians within 10 miles	99.6%	100.0%	99.6%	98.8%
2 Specialists within 10 miles	99.4%	100.0%	99.6%	97.0%
1 Hospital in 10 Miles	99.6%	99.8%	99.2%	97.8%
NETWORK - DISRUPTION	POS II	Open Access Plus	UHC Choice +	Blue Choice
% of All Paid Claims In-Network	78.0%	82.0%	97.7%	87.9%
NETWORK - DISRUPTION	POS II	Open Access Plus	UHC Choice +	Blue Choice
Medical Network Discount	65.0%	59.5%	58.4%	<i>Not Provided</i>
PRESCRIPTION NETWORK	Aetna	Cigna	OptumRX	Prime
GeoAccess (2 Pharmacies within 10 miles)	99.4%	99.0%	99.0%	<i>Not Provided</i>
RX FORMULARY DISRUPTION	Aetna	Cigna	OptumRX	Prime
Negative Disruption		2.7%	13.3%	11.8%
No Disruption		84.6%	76.4%	87.2%
Positive Disruption		11.3%	10.3%	0.9%

Notes:

% of Paid Claims In-Network based on Jan 2016 - June 2016

Medical Discount Based on Allowed Charges and Network/ Carrier Assumptions

Medical Discount Based on Allowed Charges; % of paid claims in-network includes OON SSP

% of Paid Claims In-Network based on Top 100 Providers and Facilities

**CITY OF LA PORTE
RENEWAL PLAN PROPOSALS - FINALISTS**

MEDICAL BENEFITS	CURRENT PLAN DESIGN			PROPOSED PLAN DESIGN		
	PPO 500	Health Fund 1000	Health Fund 1500	PPO 500	Health Fund 1000	Health Fund 1500
	Aetna	Aetna	Aetna	Cigna	Cigna	Cigna
	Choice POS II	Choice POS II	Choice POS II	Open Access Plus	HRA - Open Access Plus	HRA - Open Access Plus
	Current	Current	Current	Proposed	Proposed	Proposed
Deductible	Embedded Deductible \$500 Ind./ \$1,500 Fam. \$1,000 Ind./ \$3,000 Fam.	Embedded Deductible \$1,000 Ind./ \$3,000 Fam. \$2,000 Ind./ \$6,000 Fam.	Embedded Deductible \$1,500 Ind./ \$4,500 Fam. \$3,000 Ind./ \$9,000 Fam.	Embedded Deductible \$500 Ind./ \$1,500 Fam. \$1,000 Ind./ \$3,000 Fam.	Embedded Deductible \$1,000 Ind./ \$3,000 Fam. \$2,000 Ind./ \$6,000 Fam.	Embedded Deductible \$1,500 Ind./ \$4,500 Fam. \$3,000 Ind./ \$9,000 Fam.
Out of Pocket Max	Includes Ded. / Coins. / Copays \$3,500 Ind./ \$10,500 Fam. \$7,000 Ind./ \$21,000 Fam.	Includes Ded. / Coins. / RX Copays \$3,000 Ind./ \$9,000 Fam. \$6,000 Ind./ \$18,000 Fam.	Includes Ded. / Coins. / RX Copays \$4,200 Ind./ \$12,600 Fam. \$9,000 Ind./ \$27,000 Fam.	Includes Ded. / Coins. / RX Copays \$3,500 Ind./ \$10,500 Fam. \$7,000 Ind./ \$21,000 Fam.	Includes Ded. / Coins. / RX Copays \$3,000 Ind./ \$9,000 Fam. \$6,000 Ind./ \$18,000 Fam.	Includes Ded. / Coins. / RX Copays \$4,200 Ind./ \$12,600 Fam. \$9,000 Ind./ \$27,000 Fam.
Coinsurance						
In-Network	20%	20%	20%	20%	20%	20%
Non-Network	50%	50%	50%	50%	50%	50%
Lifetime Max	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Emergency Room						
In-Network	\$150 Copay	Ded./ 20%	Ded./ 20%	\$150 Copay	Ded./ 20%	Ded./ 20%
Non-Network	\$150 Copay	Ded./ 20%	Ded./ 20%	\$150 Copay	Ded./ 20%	Ded./ 20%
Ambulance						
In-Network	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%
Urgent Care						
In-Network	\$40 Copay	Ded./ 20%	Ded./ 20%	\$40 Copay	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%
Physician Office Visit						
In-Network	\$25 Copay	Ded./ 20%	Ded./ 20%	\$25 Copay	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%
Specialist Office Visit						
In-Network	\$40 Copay	Ded./ 20%	Ded./ 20%	\$40 Copay	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%
Spinal Manipulation Therapy						
In-Network	Maximum 20 Visits/Year \$40 Copay	Ded./ 20%	Ded./ 20%	Maximum 20 Visits/Year \$40 Copay	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%
Preventive Care						
In-Network	\$0 - No Cost Sharing	Ded./ 20%	Ded./ 20%	\$0 - No Cost Sharing	\$0 - No Cost Sharing	\$0 - No Cost Sharing
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%
Routine Hearing Exam						
In-Network	\$0 - No Cost Sharing	Ded./ 20%	Ded./ 20%	\$0 - No Cost Sharing	\$0 - No Cost Sharing	\$0 - No Cost Sharing
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%
Basic Lab & Radiology						
In-Network	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%
Major Lab & Radiology (MRI / CT / PET)						
In-Network	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%
In-Patient Hospital						
In-Network	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%
Out-patient Surgery						
In Network	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%
Rehabilitative Therapy PT / OT / ST						
In-Network	Maximum 60 visits/year	Maximum 60 visits/year	Maximum 60 visits/year	Maximum 60 visits/year	Maximum 60 visits/year	Maximum 60 visits/year
Non-Network	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%
In-patient MH / SA						
In-Network	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%
Out-patient MH / SA						
In-Network	\$40 Copay	Ded./ 20%	Ded./ 20%	\$40 Copay	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%
Home Health Care						
In-Network	Maximum 120 Visits	Ded./ 20%	Ded./ 20%	Maximum 120 Visits	Ded./ 20%	Ded./ 20%
Non-Network	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%	Ded./ 50%
Prescriptions						
Network Retail Pharmacy	\$10/\$30/\$60	\$10/\$30/\$60	\$10/\$30/\$60	\$10/\$30/\$60	\$10/\$30/\$60	\$10/\$30/\$60
Network Mail Order	\$20/\$60/\$120	\$20/\$60/\$120	\$20/\$60/\$120	\$20/\$60/\$120	\$20/\$60/\$120	\$20/\$60/\$120
Specialty RX	20% of the nego. Charge, not to exceed \$100	20% of the nego. Charge, not to exceed \$100	20% of the nego. Charge, not to exceed \$100	20% of the nego. Charge, not to exceed \$100	20% of the nego. Charge, not to exceed \$100	20% of the nego. Charge, not to exceed \$100
Preventive Generics						
Step Therapy / Mandatory Generic	\$0 Copay	\$0 Copay	\$0 Copay	\$0 Copay	\$0 Copay	\$0 Copay
	DAW	DAW	DAW	Generic Incentive	Generic Incentive	Generic Incentive

*In-Network and Out-of-Network Deductibles Cross Accumulate

*In-Network and Out-of-Network Deductibles Cross Accumulate

*In-Network and Out-of-Network Deductibles Cross Accumulate

*In-Network and Out-of-Network Deductibles DO NOT Cross Accumulate

*In-Network and Out-of-Network Deductibles DO NOT Cross Accumulate

*In-Network and Out-of-Network Deductibles DO NOT Cross Accumulate

III. Vision RFP Results



**City of La Porte
Vision RFP Analysis**

		FINALIST	FINALIST	FINALIST	FINALIST	
VISION BENEFITS		Superior Vision	Aetna	Davis	Avesis	Met Life
		Current	Proposed	Proposed	Proposed	Proposed
Annual Eye Exam						
Network		\$10 Copay	\$10 Copay	\$10 Copay	\$10 Copay	\$10 Copay
Non-Network		Up to \$35 Reim.	Up to \$25 Reim.	\$40 Allowance	\$45 Allowance	\$45 Allowance
Materials Co-Pay		\$25 Copay	\$10 Copay	\$25 Copay	\$25 Copay	\$25 Copay
Frames / Lenses*						
Single Vision - Network/Non-Network		Covered in full / Up to \$25 Reim.	Covered in full / Up to \$20 Reim.	Covered in full / Up to \$40 Reim.	Covered in full / Up to \$40 Reim.	Covered in full / Up to \$30 Reim.
Bifocal Lenses - Network/Non-Network		Covered in full / Up to \$40 Reim.	Covered in full / Up to \$40 Reim.	Covered in full / Up to \$60 Reim.	Covered in full / Up to \$60 Reim.	Covered in full / Up to \$50 Reim.
Trifocal Lenses - Network/Non-Network		Covered in full / Up to \$45 Reim.	Covered in full / Up to \$65 Reim.	Covered in full / Up to \$80 Reim.	Covered in full / Up to \$80 Reim.	Covered in full / Up to \$60 Reim.
Progressive Lenses - Network/Non-Network		Covered in Full / Up to \$75 Reim.	\$75 Copay / Up to \$40 Reim.	\$25 Copay / Up to \$60 Reim.	Covered in full / Up to \$60 Reim.	Premium \$95-\$105 Copay; Custom: \$150-\$175 Copay / Up to \$50 Reim.
Retail Frame Allowance - Network/Non-Network		Up to \$175 Up to \$70 Reim.	\$150 Allowance, 20% off balance over allowance / Up to \$65 Reim.	Up to \$175 allowance	\$65 Wholesale Allowance / Up to \$65	\$200 Allowance, 20% off discount / Up to \$70 Reim.
Contacts						
Network						
Medical Necessary		Covered in Full	Covered in full	Covered in Full	Covered in Full	\$200 Allowance
Elective		\$25 Copay up to \$200 Allowance	\$150 Allowance, 15% off balance over allowance	\$200 Allowance	\$175 Allowance	Covered in full after Copay
Non-Network						
Medical Necessary		\$150 Allowance	Up to \$200 Reim.	\$225 Allowance	\$250 Allowance	\$210 Allowance
Elective		\$80 Allowance	Up to \$105 Reim.	\$105 Allowance	\$150 Allowance	\$105 Allowance
Standard Contact Lense Fitting Fee		Included in contact lense allowance	\$40 Copay / Not Covered	Included in contact lense allowance	Included in contact lense allowance	Covered in full with max. copay of \$60 / applies to contact lense allowance
Lasik Benefit		Up to \$200	15% off retail price or 5% off promtional price	Up to 25% off the providers U & C fees	Up to 25% off plus \$150 allowance	15% off promotional price
Exam Frequency		12 months	12 months	12 months	12 months	12 months
Lens Frequency		12 months	12 months	12 months	12 months	12 months
Frames Frequency		24 months	24 Months	24 months	24 months	24 months
FINANCIALS						
CURRENT RATES	EE's					
Employee Only	96	\$6.45	\$5.81	\$5.97	\$6.02	\$6.32
Employee + Spouse	53	\$11.20	\$10.09	\$11.95	\$10.64	\$10.98
Employee & Family	100	\$16.48	\$14.85	\$17.47	\$15.78	\$16.15
	249					
Monthly Premium		\$2,860.80	\$2,577.53	\$2,953.47	\$2,719.84	\$2,803.66
Annual Premium		\$34,329.60	\$30,930.36	\$35,441.64	\$32,638.08	\$33,643.92
\$ Change from Current		n/a	-\$3,399.24	\$1,112.04	-\$1,691.52	-\$685.68
% Change from Current		n/a	-10%	3%	-5%	-2%
Participation Requirements		Based on Current	10 enrolled	10 enrolled	10 enrolled	10 enrolled
Employer Contribution Requirements		Based on Current	0%	0%	0%	0%
Provider % - Private Practice/Retail		Pending	78% / 22%	63% / 37%	69% / 31%	Pending
Rate Guarantee		n/a	4Years	4 Years	3 Years	2 Years
Network Website		www.superiorvision.com	www.aetna.com	www.davisvision.com	www.avesis.com	www.metlife.com
Effective Date		1/1/2013	1/1/2017	1/1/2017	1/1/2017	1/1/2017

Note: This is a brief summary and not intended to be a contract.

Failed to respond to RFP

**CITY OF LA PORTE
VISION PROVIDER DISRUPTION ANALYSIS**

Provider Name	Provider Type	City	State	ZIP Code	# Claims	# Services	Amt Billed	AmtPaid	Superior	Aetna	Davis Vision	Avesis
PHAM, NINH X	Optometrist	LA PORTE	TX	77571	90	122	14,835	3,749	Y	Y	Y	Y
WALMART Store:5116	Independent Optical	LA PORTE	TX	77571	87	257	21,666	11,206	Y	N	Y	Y
BERNAY, DEBORAH S	Optometrist	LA PORTE	TX	77571	39	145	25,425	4,726	Y	Y	N	Y
NGUYEN, HANG T Store:214	Optometrist	BAYTOWN	TX	77521	26	60	4,425	814	Y	N	Y	Y
VISIONWORKS Store:214	Independent Optical	BAYTOWN	TX	77521	22	37	6,651	1,670	Y	N	Y	Y
NGUYEN, VU K	Optometrist	PASADENA	TX	77505	20	47	6,135	2,406	Y	Y	Y	Y
VISIONWORKS Store:61	Independent Optical	PASADENA	TX	77505	17	34	6,859	913	Y	N	Y	Y
GIBSON, KRISTAN L	Optometrist	PASADENA	TX	77504	14	25	4,059	1,377	Y	Y	Y	Y
TRAN, HARRY H	Optometrist	BAYTOWN	TX	77521	14	15	1,680	494	Y	Y	Y	N
HAKIMI, STEPHEN	Optometrist	PASADENA	TX	77505	13	18	2,479	654	Y	Y	N	Y
VO, VICKI Store:61	Optometrist	PASADENA	TX	77505	13	13	780	284	Y	N	Y	Y
ALLSEP, TAMMI C	Optometrist	PASADENA	TX	77505	12	30	3,833	1,402	Y	Y	Y	N
GREGORY, DIANE E	Optometrist	MONT BELVIEU	TX	77523	12	43	4,915	1,971	Y	Y	N	N
PHAM, JULIE	Optometrist	KEMAH	TX	77565	11	12	1,144	394	Y	N	Y	Y
NGUYEN, KAYLYN C Store:0752	Optometrist	PASADENA	TX	77505	10	10	630	368	Y	N	Y	Y
WALMART Store:0194	Independent Optical	BAYTOWN	TX	77521	10	30	2,014	1,335	Y	N	Y	N
SHRUM, K RAY	Ophthalmologist	HUMBLE	TX	77346	8	11	1,868	859	Y	Y	Y	N
WALMART Store:3298	Independent Optical	KEMAH	TX	77565	8	17	1,870	1,421	Y	N	Y	Y
WARFORD, CHRIS L Store:877	Optometrist	BAYTOWN	TX	77520	8	19	2,397	663	Y	Y	Y	Y
RAMON, LOUIS A	Optometrist	BAYTOWN	TX	77521	7	15	2,167	727	Y	Y	Y	Y
MIKKELSEN, JAMES L	Optometrist	PASADENA	TX	77504	6	22	2,519	870	Y	Y	N	Y
MOSTELLO, KRISTEN M	Optometrist	PASADENA	TX	77506	6	7	1,419	646	Y	Y	N	Y
NGUYEN, HANH M	Optometrist	BAYTOWN	TX	77521	6	7	2,275	158	N	Y	Y	N
AMERICA'S BEST CONTACTS Store:5842	Independent Optical	PEARLAND	TX	77581	5	14	946	583	Y	Y	Y	Y
CHERIAN, SHERIL	Optometrist	FRIENDSWOOD	TX	77546	5	5	300	110	Y	Y	Y	Y
FRAZIER, LISA A	Optometrist	LA PORTE	TX	77571	5	23	3,814	618	Y	Y	Y	Y
HA, HUONG Q Store:5388	Optometrist	LEAGUE CITY	TX	77573	5	7	525	236	Y	N	Y	Y
LAU, GLENDY Store:212	Optometrist	FRIENDSWOOD	TX	77546	5	5	425	158	Y	N	Y	Y
PATEL, BINDU Store:4702	Optometrist	FRIENDSWOOD	TX	77546	5	8	555	196	Y	N	Y	Y
VISIONWORKS Store:41	Independent Optical	PASADENA	TX	77502	5	10	1,930	448	Y	N	Y	N
WALMART Store:0752	Independent Optical	PASADENA	TX	77505	5	18	1,291	690	Y	N	Y	Y
WALMART Store:3510	Independent Optical	PEARLAND	TX	77581	5	8	1,114	616	Y	N	Y	Y
AMERICA'S BEST CONTACTS Store:5845	Independent Optical	WEBSTER	TX	77598	4	17	1,355	204	Y	Y	Y	Y
BEELER, DAVID B	Optometrist	DAYTON	TX	77535	4	25	3,261	1,100	Y	Y	Y	Y
BUI, ROSE HONG K Store:41	Optometrist	PASADENA	TX	77506	4	4	600	126	Y	N	Y	Y
GRIFFIN, ALLEN R Store:970	Optometrist	LIBERTY	TX	77575	4	11	1,183	486	Y	Y	N	Y
HILTON, CHASE R	Optometrist	HUMBLE	TX	77346	4	5	910	100	Y	Y	Y	N
HOANG, VIVIAN B Store:0529	Optometrist	LA MARQUE	TX	77568	4	4	220	147	Y	Y	Y	N
HOLLAS, CHARLES W	Optometrist	HOUSTON	TX	77010	4	12	1,400	349	Y	Y	Y	N
PRATER, CAREY G	Optometrist	TYLER	TX	75701	4	4	885	210	Y	N	N	N
TA, SEAN N	Optometrist	PEARLAND	TX	77581	4	4	475	137	Y	N	Y	Y
WALMART Store:2439	Independent Optical	BAYTOWN	TX	77523	4	12	1,165	687	Y	N	Y	Y
WALMART Store:2724	Independent Optical	PASADENA	TX	77506	4	19	1,112	549	Y	N	Y	Y
ALDRICH, MARISSA A	Optometrist	WEBSTER	TX	77598	3	3	713	84	N	Y	Y	N
ANDERSON, RHONDA L	Optometrist	BAYTOWN	TX	77521	3	7	886	329	Y	Y	Y	Y
BERCE, DIANE Store:0522	Optometrist	CROSBY	TX	77532	3	3	135	110	Y	N	N	N
BROWN, JOHNATHAN Store:912	Optometrist	HOUSTON	TX	77015	3	13	1,460	742	Y	Y	N	Y

**CITY OF LA PORTE
VISION PROVIDER DISRUPTION ANALYSIS**

Provider Name	Provider Type	City	State	ZIP Code	# Claims	# Services	Amt Billed	AmtPaid	Superior	Aetna	Davis Vision	Avesis
CHEE, CLINTON Store:243	Optometrist	HOUSTON	TX	77075	3	3	375	95	Y	N	Y	Y
EYEMART EXPRESS Store:007	Independent Optical	WEBSTER	TX	77598	3	12	780	108	Y	N	N	Y
HARRIS-SZABO, JO R	Optometrist	CROSBY	TX	77532	3	9	1,770	434	Y	Y	Y	Y
MOFFITT, CHAD E	Optometrist	ALVIN	TX	77511	3	8	915	185	Y	Y	Y	Y
NEWHOUSE, BEVERLY S	Optometrist	LEAGUE CITY	TX	77573	3	8	1,219	390	Y	Y	Y	Y
NGUYEN, DAVID V Store:148	Optometrist	FRIENDSWOOD	TX	77546	3	3	195	95	Y	N	Y	Y
SAM'S CLUB Store:4702	Independent Optical	FRIENDSWOOD	TX	77546	3	7	644	322	Y	N	Y	Y
TAI, JENNIFER Store:5845	Optometrist	WEBSTER	TX	77598	3	10	624	436	Y	Y	Y	Y
VISIONWORKS Store:243	Independent Optical	HOUSTON	TX	77075	3	6	2,190	266	Y	N	Y	Y
WALMART Store:1044	Independent Optical	TYLER	TX	75707	3	6	698	518	Y	N	Y	Y
WALMART Store:5388	Independent Optical	LEAGUE CITY	TX	77573	3	6	823	599	Y	N	Y	Y
BRENDING, JACQUELINE S	Optometrist	WEBSTER	TX	77598	2	6	728	216	Y	Y	Y	Y
CHEN, YI-HSIU	Optometrist	PASADENA	TX	77506	2	2	280	74	Y	N	Y	Y
FADEL, EMIL B Store:0707	Optometrist	SAN ANTONIO	TX	78216	2	2	310	63	Y	Y	N	Y
FRADKIN, ALLAN H	Ophthalmologist	LEAGUE CITY	TX	77573	2	2	461	84	N	Y	N	Y
GARCIA, CLAUDIA	Optometrist	HOUSTON	TX	77081	2	14	1,605	478	Y	Y	N	N
HOANG, YEN-LINH H	Optometrist	BAYTOWN	TX	77523	2	2	160	63	Y	Y	Y	Y
HUYNH, AN TAM Store:5844	Optometrist	DICKINSON	TX	77539	2	7	484	235	Y	Y	Y	Y
JUAREZ, NELSON	Optometrist	SANTA FE	TX	77510	2	4	659	205	Y	Y	N	Y
KAUFFMAN, MATTHEW J	Optometrist	HOUSTON	TX	77204	2	4	336	131	Y	Y	N	Y
LAHMEYER, MATTHEW R	Optometrist	HOUSTON	TX	77015	2	5	831	185	Y	Y	N	Y
LEVIN, MICHELLE R	Optometrist	PASADENA	TX	77505	2	2	406	74	Y	Y	Y	Y
LUTZ, TERESA B	Optometrist	WEBSTER	TX	77598	2	5	906	219	Y	Y	Y	Y
MANN, JOHN F	Optometrist	PASADENA	TX	77504	2	10	1,273	555	Y	Y	N	Y
NGUYEN, LINDA	Optometrist	HOUSTON	TX	77089	2	3	237	109	N	Y	Y	Y
RATCLIFF, REAGAN M	Optometrist	FRIENDSWOOD	TX	77546	2	8	1,433	574	Y	Y	N	Y
SAM'S CLUB Store:8244	Independent Optical	HOUSTON	TX	77089	2	2	980	311	Y	N	Y	Y
SLATON, CYNTHIA	Optometrist	KATY	TX	77449	2	2	110	53	N	Y	Y	Y
TEXAS MEDICAID AND HEALTHCARE	Ophthalmologist	AUSTIN	TX	78720	2	2	140	0	N	E	N	N
TRAN, HANG A	Optometrist	HUMBLE	TX	77346	2	2	300	74	Y	N	Y	Y
VISION CENTER IN WALMART Store:529	Independent Optical	LA MARQUE	TX	77568	2	8	578	251	Y	Y	Y	Y
VISIONWORKS Store:148	Independent Optical	FRIENDSWOOD	TX	77546	2	4	580	80	Y	N	Y	Y
WALMART Store:0522	Independent Optical	CROSBY	TX	77532	2	8	662	343	Y	N	Y	Y
WOO, GENE T	Optometrist	FRIENDSWOOD	TX	77546	2	3	170	126	Y	N	Y	Y
AMERICA'S BEST CONTACTS Store:5844	Independent Optical	DICKINSON	TX	77539	1	12	708	128	Y	Y	Y	Y
ARISCO, MARTIN J	Ophthalmologist	BAYTOWN	TX	77521	1	1	325	37	Y	Y	Y	N
BLOCK, JANET L	Optometrist	HUMBLE	TX	77346	1	2	420	194	Y	Y	N	Y
BOLDUS, NEIL	Optometrist	CHICAGO	IL	60610	1	1	105	26	N	Y	Y	N
BUB, DARRICK S	Optometrist	LA PORTE	TX	77571	1	5	645	100	N	Y	N	N
CANSECO, ELVIA I	Ophthalmologist	HOUSTON	TX	77027	1	1	132	53	Y	Y	Y	N
CHEN, RACHEL F	Optometrist	WEBSTER	TX	77598	1	5	723	148	Y	Y	Y	Y
CHIN, ALLEN H	Optometrist	HOUSTON	TX	77074	1	3	385	179	Y	Y	Y	Y
CHIN, VICTORIA A	Optometrist	HOUSTON	TX	77002	1	1	235	26	N	Y	N	N
CORREALE, SUZANNE M	Optometrist	ALVIN	TX	77511	1	2	160	32	Y	Y	Y	Y
GERDTS, MICHAEL R	Optometrist	SHENANDOAH	TX	77381	1	6	753	121	N	Y	Y	N
GIBSON, CHARLES R	Optometrist	WEBSTER	TX	77598	1	1	140	32	Y	Y	Y	Y
HOPPING, DESIREE	Optometrist	HOUSTON	TX	77058	1	1	125	26	N	Y	N	N
HORMANN III, KARL E	Optometrist	HOUSTON	TX	77034	1	4	359	213	Y	Y	N	N
HUANG, JAMES T Store:0311	Optometrist	BAYTOWN	TX	77521	1	2	115	53	N	Y	N	Y
HYDE, KATHERINE P Store:0285	Optometrist	HUNTSVILLE	TX	77340	1	1	175	37	Y	Y	Y	Y

**CITY OF LA PORTE
VISION PROVIDER DISRUPTION ANALYSIS**

Provider Name	Provider Type	City	State	ZIP Code	# Claims	# Services	Amt Billed	AmtPaid	Superior	Aetna	Davis Vision	Avesis
JAFFER, RIZWAN S Store:1137	Optometrist	HOUSTON	TX	77015	1	1	69	37	Y	Y	Y	Y
KEHINDE, LUCY E	Optometrist	HOUSTON	TX	77204	1	1	186	32	Y	Y	Y	Y
KENWORTHY, PIERCE E	Optometrist	HOUSTON	TX	77204	1	2	186	26	N	Y	Y	Y
KHALFE, LIAQAT	Optometrist	HOUSTON	TX	77034	1	5	478	68	N	Y	Y	N
LENSCRAFTERS Store:0359	Independent Optical	FRIENDSWOOD	TX	77546	1	2	378	151	Y	Y	N	N
LENSCRAFTERS Store:5231	Independent Optical	PEARLAND	TX	77584	1	3	375	119	Y	Y	N	N
LIN, FRANK	Optometrist	PEARLAND	TX	77584	1	1	95	32	Y	Y	Y	N
MAXWELL MALIK, LISA M	Optometrist	HOUSTON	TX	77062	1	3	250	42	Y	Y	N	Y
MORROW, DAVID S	Optometrist	HOUSTON	TX	77059	1	5	603	137	N	N	N	N
NGUYEN, ERIC	Optometrist	HOUSTON	TX	77025	1	1	85	26	N	Y	Y	Y
NGUYEN, LONG D	Optometrist	HOUSTON	TX	77059	1	2	110	37	Y	Y	Y	N
ONG, CATHERINE	Optometrist	SUGAR LAND	TX	77478	1	6	783	272	Y	Y	N	Y
PATEL MEHTA, HINA V Store:3500	Optometrist	HOUSTON	TX	77015	1	1	136	37	Y	N	Y	Y
PATEL MEHTA, HINA V Store:3640	Optometrist	HOUSTON	TX	77055	1	1	115	37	Y	N	Y	Y
PEGUESE, ELIZABETH M	Optometrist	HOUSTON	TX	77204	1	2	186	0	Y	Y	Y	Y
PHAM, VICKY T Store:3213	Optometrist	THE WOODLANDS	TX	77384	1	1	58	37	Y	N	Y	Y
PHAM, XUAN T	Optometrist	CUT OFF	LA	70345	1	2	134	53	N	N	Y	Y
ROBERSON, GERALD C	Optometrist	TULSA	OK	74133	1	1	69	32	Y	Y	Y	Y
SAM'S CLUB Store:8281	Independent Optical	HOUSTON	TX	77015	1	1	218	184	Y	N	Y	Y
SEARS OPTICAL Store:0071	Independent Optical	PASADENA	TX	77506	1	1	90	0	Y	Y	N	Y
SEARS OPTICAL Store:0311	Independent Optical	BAYTOWN	TX	77521	1	1	240	144	Y	Y	N	Y
SEGAL, SCOTT E	Ophthalmologist	PASADENA	TX	77505	1	3	389	20	Y	Y	N	Y
STEPHENS, NANCY E	Optometrist	HOUSTON	TX	77034	1	1	140	37	Y	Y	Y	Y
TARGET OPTICAL Store:4202	Independent Optical	HOUSTON	TX	77025	1	2	195	97	Y	Y	N	Y
TARGET OPTICAL Store:4304	Independent Optical	PASADENA	TX	77505	1	3	370	124	Y	Y	N	Y
TRAN, JONATHAN Store:912	Optometrist	HOUSTON	TX	77015	1	5	625	149	Y	Y	Y	Y
VISIONWORKS Store:114	Independent Optical	FRIENDSWOOD	TX	77546	1	2	350	77	Y	N	Y	Y
VISIONWORKS Store:116	Independent Optical	LEAGUE CITY	TX	77573	1	2	340	62	Y	N	Y	Y
VISIONWORKS Store:826	Independent Optical	CHICAGO	IL	60601	1	1	224	58	N	N	Y	Y
VO, DENISE	Optometrist	PASADENA	TX	77505	1	1	70	0	N	Y	N	Y
WALMART Store:0285	Independent Optical	HUNTSVILLE	TX	77320	1	3	148	111	Y	N	Y	N
WALMART Store:0462	Independent Optical	ALVIN	TX	77511	1	1	210	184	Y	N	Y	Y
WALMART Store:1062	Independent Optical	FRIENDSWOOD	TX	77546	1	1	508	184	Y	N	Y	Y
WALMART Store:2404	Independent Optical	SAN ANTONIO	TX	78216	1	2	105	84	Y	N	Y	Y
WALMART Store:3500	Independent Optical	HOUSTON	TX	77015	1	1	29	4	Y	N	Y	Y
WALMART Store:4298	Independent Optical	HUMBLE	TX	77396	1	1	220	184	Y	N	Y	Y
WALTON, ASHLEY	Optometrist	PEARLAND	TX	77581	1	2	621	84	N	Y	N	Y
									Y=114	Y=84	Y=97	Y=104
									N=20	N=49	N=37	N=30

IV. Medicare RFP Results



**CITY OF LA PORTE
MEDICARE SUPPLEMENT PLAN COMPARISON**

CARRIER NAME	FINALIST		FINALIST	FINALIST
	Aetna Medicare Plan PPO (ESA PPO/RX 1337)	Aetna Medicare Plan PPO (ESA PPO/RX 1337)	BCBSTX	United Healthcare Option 2 1PP - Rx - F16
	Current	Proposed Renewal	Proposed	Proposed
Deductible	\$0	\$0	\$0	\$0
Annual Out of Pocket	\$4,000	\$4,000	\$4,000	\$2,500
Annual Out of Pocket Limit applies to:	All medical expenses Except Hearing Aid Reimbursement, Vision Reimbursement and Medicare Rx Coverage that may be available on your plan	All medical expenses Except Hearing Aid Reimbursement, Vision Reimbursement and Medicare Rx Coverage that may be available on your plan	All medical expenses Except Hearing Aid Reimbursement, Vision Reimbursement and Medicare Rx Coverage that may be available on your plan	All medical expenses Except Hearing Aid Reimbursement, Vision Reimbursement and Medicare Rx Coverage that may be available on your plan
Member Coinsurance	N/A	N/A	\$25 for most benefits	N/A
Primary Care Physician Selection	Optional	Optional	Not Required	N/A
Preventive Care	Network and Out of Network Providers	Network and Out of Network Providers	Network and Out of Network Providers	Network and Out of Network Providers
Annual Wellness Exams (1 every 12 months)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Routine Physical	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Medicare Covered Immunizations	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Routine GYN Care (One routine GYN and pap smear every 24 months)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Routine Mammograms (Baseline 35-39, annually 40+)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Routine Prostate Screening	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Routine Colorectal Screening (50+)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Routine Bone Mass Measurement (Once every 24 months)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Additional Medicare Preventive Services	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Routine Eye Exams (once every 12 months)	Covered 100%	Covered 100%	Covered 100%	\$40
Routine Hearing Screening (once every 12 months)	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Physician Services	Network and Out of Network Providers	Network and Out of Network Providers	Network and Out of Network Providers	Network and Out of Network Providers
Primary Care Physician Visit	\$25 Copay	\$25 Copay	\$25 Copay	\$25 Copay
Specialist Visit	\$25 Copay	\$25 Copay	\$25 Copay	\$40 Copay
Allergy Testing	\$25 Copay	\$25 Copay	\$25 Copay	\$40 Copay
Diagnostic Procedures	Network and Out of Network Providers	Network and Out of Network Providers	Network and Out of Network Providers	Network and Out of Network Providers
Out Patient Diagnostic (X, ray, Lab, Complex Imaging)	\$25 Copay	\$25 Copay	\$25 Copay	\$20; \$40 Radiology Service
Emergency Medical Care	Network and Out of Network Providers	Network and Out of Network Providers	Network and Out of Network Providers	Network and Out of Network Providers
Urgently Needed Care (Worldwide)	\$25 Copay	\$25 Copay	\$25	\$0
Emergency Care (Worldwide)	\$50 Copay (Waived if Admitted)	\$50 Copay (Waived if Admitted)	\$50	\$75
Ambulance Services	\$25 Copay	\$25 Copay	\$25	\$150
Hospital Care	Network and Out of Network Providers	Network and Out of Network Providers	Network and Out of Network Providers	Network and Out of Network Providers
Inpatient Hospital Care	\$250 per stay	\$250 per stay	\$250 per stay	\$250 per stay
Outpatient Surgery	Covered 100%	Covered 100%	\$0	\$200
Mental Health Services	Network and Out of Network Providers	Network and Out of Network Providers	Network and Out of Network Providers	Network and Out of Network Providers
Inpatient Mental Health	\$250 per stay	\$250 per stay	\$25	190 days Lifetime Max; \$250/admit
Outpatient Mental Health	\$25 Copay	\$25 Copay	\$25	\$40 per Individual Visit; \$20 per Group Visit
Alcohol/Drug Abuse Services	Network and Out of Network Providers	Network and Out of Network Providers	Network and Out of Network Providers	Network and Out of Network Providers
Inpatient Substance Abuse	\$250 per stay	\$250 per stay	\$25	190 days Lifetime Max; \$250/admit
Outpatient Substance Abuse	\$25 Copay	\$25 Copay	\$25	\$20 per Individual Visit; \$10 per Group Visit
Other Services	Network and Out of Network Providers	Network and Out of Network Providers	Network and Out of Network Providers	Network and Out of Network Providers
Skilled Nursing	\$0 per day copay, days 1-20	\$0 per day copay, days 1-20	\$0 per day copay, days 1-20	\$0 per day copay, days 1-20
Facility (SNF) Care	\$75 per day copay, days 21-100	\$75 per day copay, days 21-100	\$75 per day copay, days 21-100	\$75 per day copay, days 21-54; \$0 per day copay, days 55-100
Home Health Agency Care	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Hospice Care	Covered by Medicare at a Medicare certified hospice	Covered by Medicare at a Medicare certified hospice	Covered by Medicare at a Medicare certified hospice	Covered by Medicare at a Medicare certified hospice
Outpatient Rehabilitation Services (Speech, Physical and Occupational therapy)	\$25 Copay	\$25 Copay	\$25 Copay	\$40 Copay
Cardiac Rehabilitation Services	\$25 Copay	\$25 Copay	\$25 Copay	\$40 Copay
Chiropractic Services	\$15 Copay	\$15 Copay	\$15 Copay	\$20 Copay
Durable Medical Equipment/Prosthetic Devices	20%	20%	20%	10%
Podiatry Services	\$25 Copay	\$25 Copay	\$25 Copay	\$40 Copay
Diabetic Supplies	Covered 100%	Covered 100%	\$0 Copay	10%
Outpatient Dialysis Treatments	\$25 Copay	\$25 Copay	\$25 Copay	10%
Medicare Part B Prescription Drugs	Covered 100%	Covered 100%	\$0 Copay	10%
Allergy Injections	Covered 100%	Covered 100%	\$25 Copay	Covered 100%
Healthy Lifestyle Coaching (One phone call per week)	Covered	Covered	n/a	n/a
Vision Eyewear Reimbursement	\$100 Every 24 months	\$100 Every 24 months	\$100 Every 24 months	\$0
Hearing Aid Reimbursement	\$500 Once every 36 months	\$500 Once every 36 months	\$500 Once every 36 months	\$500
Pharmacy – Prescription Drug Benefits				
Prescription Drug Calendar Year Deductible	\$0	\$0	\$0	\$0
Pharmacy Network	\$2	\$2	Preferred and Non-Preferred	Standard Plan F16
Formulary	Open 2 (Three Tier)	Open 2 (Three Tier)	Standard - 5 Tier	Standard Formulary H
Initial Coverage Limit (ICL)	\$3,310 Covered Medicare Prescription Drug Expenditure	\$3,700 Covered Medicare Prescription Drug Expenditure	\$3,700 Covered Medicare Prescription Drug Expenditure	\$3,700 Covered Medicare Prescription Drug Expenditure
Standard Retail Member Cost Sharing up to the initial Coverage Limit. Up to one month (30 day) supply. Three month (90 day) supply available at retail at Preferred Mail Order cost share.	Tier 1 \$5 Copay Generic	Tier 1 \$5 Copay Generic	Tier 1 Preferred \$0 Copay - Preferred Pharmacy- Preferred Generic / \$5 Copay -Non Preferred Generic; Tier 2 Non-Preferred \$0 Copay - Preferred Pharmacy- Preferred Generic / \$5 Copay -Non Preferred Generic	Tier 1 \$10 Copay Generic
	Tier 2 \$30 Copay Preferred Brand	Tier 2 \$30 Copay Preferred Brand	Tier 3 Preferred \$25 Copay - Preferred Pharmacy- Preferred Brand / \$35 Copay -Non Preferred Brand; Tier 4 Non-Preferred \$55 Copay - Preferred Pharmacy- Preferred Generic / \$60 Copay -Non Preferred Generic	Tier 2 \$30 Copay Preferred Brand
	Tier 3 \$60 Copay Non-Preferred Brand	Tier 3 \$60 Copay Non-Preferred Brand	Tier 5 - Specialty - 33% (31% in Gap)	Tier 3 \$45 Copay Non-Preferred Brand; Tier 4 \$60 Specialty Rx
Preferred Mail Order through Aetna Rx Home Delivery. Member Cost Sharing up to the Initial Coverage Limit. Up to	Tier 1 \$10 Copay Generic	Tier 1 \$10 Copay Generic	Tier 1 Preferred \$0 Copay - Preferred Pharmacy- Preferred Generic / \$1- Copay -Non Preferred Generic; Tier 2 Non-Preferred \$0 Copay - Preferred Pharmacy- Preferred Generic / \$10 Copay -Non Preferred Generic	Tier 1 \$20 Copay Generic
	Tier 2 \$60 Copay Preferred Brand	Tier 2 \$60 Copay Preferred Brand	Tier 3 Preferred \$50 Copay - Preferred Pharmacy- Preferred Brand / \$60 Copay -Non Preferred Brand; Tier 4 Non-Preferred \$110 Copay - Preferred Pharmacy- Preferred Generic / \$120 Copay -Non Preferred Generic	Tier 2 \$60 Copay Preferred Brand
	Tier 3 \$120 Copay Non-Preferred Brand	Tier 3 \$120 Copay Non-Preferred Brand	Tier 5 - Specialty - 33% (31% in Gap)	Tier 3 \$90 Copay Non-Preferred Brand; Tier 4 \$120 Specialty Rx
Coverage Gap – Once covered Medicare Prescription Drug expenses have reach the ICL, the Coverage Gap begins.	\$4,850 Out of Pocket costs for Covered Part D Drugs	\$4,950 Out of Pocket costs for Covered Part D Drugs	Full Coverage Part D Gap Coverage	Full Coverage Part D Gap Coverage
Catastrophic Coverage – Benefits start once OOP has been incurred.	Greater of \$2.95 or 5% for covered generic (including brand treated as generic) drugs. Greater of \$7.40 or 5% for all other covered drugs.	Greater of \$2.95 or 5% for covered generic (including brand treated as generic) drugs. Greater of \$7.40 or 5% for all other covered drugs.	Greater of 5% of \$3.30 copay (generic including drugs treated as generic) or \$8.25 copay for all other drugs	CMS Value
Pre-certification	Applies	Applies	Applies	Applies
Step-Therapy	Applies	Applies	Applies	Applies
Non-Part D Drug Rider	Not Covered	Not Covered	n/a	n/a

**CITY OF LA PORTE
MEDICARE SUPPLEMENT COST COMPARISON**

		FINALIST	FINALIST	FINALIST
MEDICARE ADVANTAGE RATES		Aetna	Aetna	BCBSTX
		Current	Proposed Renewal	Proposed
				United Healthcare
				Proposed
PARTICIPATION		Current	Proposed Renewal	Proposed
Total Medicare Eligible Members		57	57	57
FINANCIALS		Current	Proposed Renewal	Proposed
Total Rate		\$269.39	\$269.39	\$230.60
				\$349.77
Monthly Premium		\$15,355	\$15,355	\$13,144
Annual Premium		\$184,263	\$184,263	\$157,730
\$ Change from Current		N/A	\$0	-\$26,532
% Change from Current		N/A	0%	-14%
				30%

V. Vendor Selection Matrix



Vendor Selection Matrix – TPA

Recommendation

TPA	AETNA	CIGNA	UNITED HEALTHCARE	BCBSTX
Cost (30%)	30	28	27	28
Cost Containment (20%)	20	20	20	20
Population Health Management Programs (20%)	18	18	18	17
Communication (5%)	5	5	5	5
Claims Processing (10%)	10	10	10	9
Integrated Systems/Technology Initiative (10%)	9	9	9	8
References /Past Performance (5%)	5	4	4	3
Total	97	94	93	90

Vendor Selection Matrix – PBM

PBM	Recommendation			
	AETNA	CIGNA	OPTUM RX	PRIME
Cost (30%)	29	27	28	28
Cost Containment (20%)	20	20	20	20
Population Health Management Programs (20%)	20	20	20	20
Communication (5%)	5	5	5	5
Claims Processing (10%)	10	10	10	9
Integrated Systems/Technology Initiative (10%)	10	10	10	10
References /Past Performance (5%)	5	4	4	3
Total	99	96	97	95

Vendor Selection Matrix – Stop Loss

STOP-LOSS	CIGNA	UNITED HEALTHCARE	BCBSTX	STEALTH	Recommendation
					SA BENEFITS / PARTNERRE
Cost (30%)	25	25	24	26	29
Cost Containment (20%)	19	19	19	19	19
Population Health Management Programs (20%)	20	20	20	20	20
Communication (5%)	5	5	5	5	5
Claims Processing (10%)	10	10	10	10	10
Integrated Systems/Technology Initiative (10%)	10	10	10	10	10
References /Past Performance (5%)	5	5	4	5	5
Total	94	94	92	95	98

Vendor Selection Matrix – Medicare Supp.

Recommendation

MEDICARE	AETNA	UNITED HEALTHCARE	BCBSTX
Cost (30%)	29	25	27
Cost Containment (20%)	19	19	19
Population Health Management Programs (20%)	20	20	20
Communication (5%)	5	5	4
Claims Processing (10%)	10	10	10
Integrated Systems/Technology Initiative (10%)	10	10	10
References /Past Performance (5%)	5	4	4
Total	98	93	94

Vendor Selection Matrix – Vision

Recommendation

VISION	METLIFE	AVESIS	DAVIS VISION	AETNA
Cost (30%)	25	28	25	26
Cost Containment (20%)	18	19	19	18
Population Health Management Programs (20%)	20	20	20	20
Communication (5%)	5	5	5	5
Claims Processing (10%)	10	10	10	10
Integrated Systems/Technology Initiative (10%)	10	10	10	10
References /Past Performance (5%)	4	4	4	5
Total	92	96	93	94

VI. Summary and Recommendations



Recommendations

- **Third Party Administration**

- IPS completed a Request for Proposal for medical Third Party Administration, Stop Loss, and Pharmacy Benefit Manager as a part of the self-funded medical plan. IPS reviewed and scored all respondents based on the Vendor Selection Criteria outlined in this review. IPS took into consideration fixed costs, variable costs, plan design, network match, disruption, pharmacy rebates, network discounts, and out-of-network/shared savings programs. Based on all factors, IPS recommends contracting with Aetna as the City of La Porte's third party administrator.
- The incumbent Third Party Administrator, Aetna, is providing a -20% decrease to administration fees. Aetna also increased RX Rebate share from 10% to 30%, providing an additional \$38,456 in estimated rebates. The total savings for administration, including potential rebates, is approximately \$84,588 under the current plan administration costs.

- **Plan Design**

- After reviewing the plan benefits and proposals based on the current benefit structure, IPS is not recommending any plan design changes for 2017.

Recommendations

- **Stop Loss**

- SA Benefits / PartnerRE is providing the most competitive Stop Loss proposal, with a -5% reduction to both the Specific and Aggregate premiums
- SA Benefits / PartnerRE 's proposal is firm through 11/18/2016, with no individual lasers
- SA Benefits / PartnerRE has approved Aetna's standard Stop Loss reporting package
- SA Benefits / PartnerRE is providing a +7.96% increase to maximum claims liability
- SA Benefits / PartnerRE is providing an increase to Aggregate Contract Maximum from \$1,000,000 to \$2,000,000
- IPS Advisors recommends contracting with PartnerRE for Stop Loss coverage

- **Medicare**

- Aetna provided a rate pass for the 2017 Medicare plan
- IPS recommends contracting with Aetna for the 2017 Medicare Supplement Plan

- **Vision**

- The incumbent, Superior Vision, did not respond the RFP
- IPS recommends contracting with Avesis for a -5% decrease to total plan cost. Avesis offers the most competitive network match and benefits package
- Avesis is offering a three year rate guarantee



2017 Timeline

- **January**
 - Year End Recap Meeting
- **March/April**
 - Plan Analysis Review
 - Claims Update
 - Benchmarking Updates
 - Utilization Review
 - Plan Design and Contribution Strategy
 - Preliminary Recommendations
 - Finalize Budget Time Line
- **May**
 - Draft RFP to City
- **June**
 - Mid-Year Review
 - Finalize Preliminary Budget with Finance
 - Release RFP
- **July**
 - Renewals Due
 - RFP Opening
- **August**
 - Present Preliminary RFP Results to City
 - BAFO Presentation for All Lines except Stop Loss
 - Finalize Plan Designs / Rate Structures
 - Reconcile Budget
- **September**
 - Presentations of Recommendations to Council
 - Begin Vendor Implementations
 - Complete Applications
- **October**
 - BAFO due for Stop Loss
 - Continue Vendor Implementations
 - Finalize and Bind Stop Loss Rates
 - Begin Open Enrollment
- **November**
 - Continue Vendor Implementations
 - Complete Open Enrollment
- **December**
 - Release ID Cards
 - Finalize Vendor Implementation
 - System Testing

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>November 14, 2016</u>	<u>Appropriation</u>
Requested By: <u>Rosalyn Epting</u>	Source of Funds: <u>General Fund</u>
Department: <u>Parks & Recreation</u>	Acct Number: <u>6146-515.50-07</u>
Report: _____ Resolution: _____ Ordinance: _____	Amount Budgeted: <u>\$300,920</u>
Exhibits: <u>Bid Tabulation/Access Report Bid #16020</u>	Amount Requested: <u>\$299,520 or \$286,280</u>
<u>Bid Tabulation/Access Report Re-Bid #16024</u>	Budgeted Item: <u>YES</u> NO
<u>Reference Check for Cornerstone</u>	
<u>Maintenance</u>	

SUMMARY & RECOMMENDATION

Sealed Bid #16020, for mowing various city properties, was advertised on July 14 and July 21, 2016 in the Bay Area Observer, posted on Public Purchase, and posted on the City’s Website. The Bids were opened and publicly read on August 2, 2016. Two hundred forty-seven vendors were notified of the bid with thirty-eight downloading them. Five vendors responded, with two being non-responsive due to one not attending the mandatory pre-bid meeting and one not bidding all line items.

For sealed bid 16020, the low bidder was Horticare Lawn Maintenance with a bid of \$179,628. However shortly after bidding Horticare notified the City that Horticare did not intend to accept the award because the company had undergone some management changes. The next lowest bidder was the City’s current contractor, Camp Landscape Services, with a bid in the amount of \$299,520, and the third bid was Yellowstone Landscape in the amount of \$488,204. Due to the large discrepancy of the bid amounts, staff re-evaluated the bid specifications, made a few adjustments to the number of mowing cycles to make sure we stayed within budget, eliminated the mandatory pre-bid meeting, and then re-bid mowing services.

Sealed Re-Bid #16024, for mowing various city properties, was advertised on September 1 and September 8, 2016 in the Bay Area Observer, posted on Public Purchase, and posted on the City’s Website. The Bids were opened and publicly read on September 30, 2016. Two hundred thirty-six bidders were notified with twenty-three downloading them. Four vendors responded, with the lowest bidder being non-responsive because there was no bid bond and the vendor did not have two of the proper exhibits.

The next lowest bidder was Cornerstone Maintenance & Landscaping LLC dba Cornerstone Maintenance with a bid of \$286,280. Cornerstone’s references were checked and were satisfactory.

The Council may consider several different options:

- Reject the initial bid (16020) for Camp Landscape Services and award the re-bid (16024) to Cornerstone Maintenance; or
 - Award the initial bid (16020) to Camp Landscape Services and reject the re-bid for Cornerstone Maintenance; or
 - Reject all bids and re-bid mowing services again.
-

Action Required by Council:

Consider approval or other action of one of the following:

- Reject the initial bid (16020) for Camp Landscape Services and award the re-bid (16024) to Cornerstone Maintenance; or
- Award the initial bid (16020) to Camp Landscape Services and reject the re-bid for Cornerstone Maintenance; or
- Reject all bids and re-bid mowing services again.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

#16020 Parks and Recreation Department Mowing Bid Tabulation

Item	Description	Number of Times To	Horticare Lawn Maintenance		Groundstar		Yellowstone		Summer Breeze		Camp's	
			Per Visit Cost, by Location	Annual Cost by Location	Per Visit Cost, by Location	Annual Cost by Location	Per Visit Cost, by Location	Annual Cost by Location	Per Visit Cost, by Location	Annual Cost by Location	Per Visit Cost, by Location	Annual Cost by Location
1	Fairmont Park, 3540 Farrington	38	250	9500	350	0	504	19152	0	0	400	15200
2	Heritage Park (Sylvan Beach Depot, 604 Park Drive	38	70	2660	75	0	276	10488	0	0	200	7600
3	Northwest Park, 10210 North P Street	38	225	8550	250	0	396	15048	0	0	300	11400
4	Seabreeze Park, 1300 Bayshore Drive	38	85	3230	50	0	228	8664	0	0	200	7600
5	La Porte Trail System, Fairmont Parkway	24	180	4320	400	0	52	1248	0	0	400	9600
6	Pecan Crossing Trails	24	60	1440	60	0	116	2784	0	0	50	1200
7	Pecan Park, 3600 Canada Road	38	420	15960	300	0	1836	69768	0	0	560	21280
8	Woodfalls Park, 3801 1/2 Driftwood	38	190	7220	250	0	720	27360	0	0	210	7980
9	La Porte Police Department and Municipal Court Facility , 3001 and 3	38	110	4180	250	0	396	15048	0	0	260	9880
10	La Porte Police Department Detention Pond	12	250	3000	30	0	228	2736	0	0	100	1200
11	La Porte City Hall, 604 W. Fairmont Parkway	38	230	8740	240	0	504	19152	0	0	250	9500
12	La Porte Records Storage Building, 1001 S. 4th St	38	27	1026	40	0	108	4104	0	0	30	1140
13	La Porte Community Library, 600 S. Broadway	38	140	5320	220	0	396	15048	0	0	130	4940
14	La Porte Water Plant #7, 8210 Bandridge	38	40	1520	40	0	228	8664	0	0	80	3040
15	Original City Hall, 111 2nd Street	38	27	1026	40	0	108	4104	0	0	60	2280
16	McCabe Road	24	60	1440	50	0	252	6048	0	0	60	1440
17	a: Stonemont and Underwood	38	25	950	20	0	72	2736	0	0	20	760
	b: Stonemont and Underwood Right-of-Way	38	25	950	20	0	74	2812	0	0	20	760
18	a: Valley Brook and Spencer Highway	38	25	950	5	0	72	2736	0	0	10	380
	b: Valley Brook Esplanades	38	35	1330	45	0	35	1330	0	0	40	1520
19	a: Myrtle Creek and Spencer Highway	38	35	1330	5	0	72	2736	0	0	10	380
	b: Myrtle Creek Esplanades	38	25	950	80	0	35	1330	0	0	50	1900
20	Fairmont Parkway Esplanades	38	160	6080	300	0	72	2736	0	0	240	9120
21	a:Bay Area Boulevard EAST Right-of-Way	38	90	3420	160	0	152	5776	0	0	100	3800
	b:Bay Area Boulevard WEST Right-of-Way	38	90	3420	160	0	152	5776	0	0	120	4560
	c:Bay Area Boulevard Esplanades	38	125	4750	200	0	179	6802	0	0	180	6840
22	a: Canada Road EAST Right-of-Way	38	80	3040	160	0	150	5700	0	0	110	4180
	b: Canada Road WEST Right-of-Way	38	80	3040	160	0	150	5700	0	0	110	4180
	c: Canada Road Esplanades	38	80	3040	200	0	123	4674	0	0	160	6080
23	Farrington Boulevard Esplanades	38	100	3800	100	0	126	4788	0	0	210	7980
24	Farrington and Spencer Highway	38	40	1520	5	0	72	2736	0	0	10	380
25	North Farrington	38	50	1900	70	0	276	10488	0	0	80	3040
26	Luella Road Esplanades	38	100	3800	160	0	120	4560	0	0	150	5700
27	Luella Trail	38	20	760	50	0	35	1330	0	0	30	1140
28	Linear Park	20	140	2800	100	0	168	3360	0	0	80	1600

29	La Porte Entrance Sign Locations	20	25	500	20	0	72	1440	0	0	20	400
	a: Hwy 225 and Hwy 146, southbound side of Hwy 146 coming from	20	25	500	20	0	72	1440	0	0	20	400
	b: Hwy 146 and Shoreacres Boulevard, Hwy 146 Northbound just pas	20	25	500	20	0	72	1440	0	0	20	400
	c: Fairmont Parkway	20	25	500	10	0	72	1440	0	0	20	400
30	16th Street Esplanades	38	25	950	10	0	35	1330	0	0	60	2280
TOTAL SECTION 1				\$129,912.00		\$0.00		\$314,612.00		\$0.00		\$183,460.00

Item	Description	Number of Times To	Horticulture Lawn Maintenance		Groundstar		Yellowstone		Summer Breeze		Camp's	
			Cost, by Location	Annual Cost by Location	Cost, by Location	Annual Cost by Location	Cost, by Location	Annual Cost by Location	Cost, by Location	Annual Cost by Location	Cost, by Location	Annual Cost by Location
1	Hwy 225 and Sens Road	12	400	4800	250	0	1392	16704	0	0	550	6600
2	Emergency Medical Services, 10428 W. Main	38	27	1026	40	0	108	4104	0	0	50	1900
3	Animal Shelter, 10901 Spencer Highway	38	55	2090	30	0	228	8664	0	0	90	3420
4	Hwy 146 from Barbour's Cut to Shoreacres City Limit	12	500	6000	375	0	562	6744	0	0	3400	40800
5	Little Cedar Bayou Park	38	300	11400	520	0	720	27360	0	0	760	28880
6	Gladwyne Trail Head Property	38	70	2660	100	0	168	6384	0	0	80	3040
7	Garfield Median	38	65	2470	15	0	252	9576	0	0	20	760
8	San Jacinto Trail	24	90	2160	100	0	190	4560	0	0	60	1440
9	South Broadway Trail	24	75	1800	220	0	279	6696	0	0	120	2880
10	Fire Station 2, 9710 Spencer	38	35	1330	40	0	144	5472	0	0	90	3420
11	Fire Station 3, 2700 Sens Road	38	30	1140	50	0	108	4104	0	0	90	3420
12	Fire Station 4, 2900 South Broadway	38	30	1140	40	0	108	4104	0	0	90	3420
13	F216 Detention Basin	18	550	9900	600	0	1392	25056	0	0	600	10800
14	Klein Retreat/Happy Harbor, NCI Property, 1000 Bayshore Drive	24	75	1800	40	0	1836	44064	0	0	220	5280
TOTAL SECTION 2				\$49,716.00		\$0.00		\$173,592.00		\$0.00		\$116,060.00

GRAND TOTAL, Sections 1 and 2

\$179,628.00

0

\$488,204.00

0

\$299,520.00

Bids not considered:

did not attend mandatory pre-bid

did not use correct pricing sheet; did not complete all line items

Bid Execution
COIQ
Reference Form
Equipment
Experience and Staffing
Addendum 1
Addendum 2

Not notarized	NA	Yes	NA	Yes
Yes	NA	Yes	NA	Yes
yes	NA	Yes	NA	Yes
yes	NA	Yes	NA	Yes
yes	NA	Yes	NA	Yes
No	NA	yes	NA	Yes
Yes	NA	yes	NA	Yes

Access Report

Agency

City of La Porte (TX)

Bid Number

16020

Bid Title

Mowing for Parks Department

Vendor Name	Accessed First Time	Most Recent Access
Onvia	2016-07-14 06:05 PM CDT	2016-08-03 11:06 PM CDT
BidClerk	2016-07-19 07:01 AM CDT	2016-08-11 05:46 AM CDT
Charter Communications	2016-07-18 05:59 AM CDT	2016-07-18 05:59 AM CDT
Construction Bid Source	2016-08-06 12:05 PM CDT	2016-08-06 12:05 PM CDT
JR & JR	2016-08-03 05:24 PM CDT	2016-08-03 05:24 PM CDT
Groundstar Inc	2016-07-21 01:59 PM CDT	2016-08-10 05:42 PM CDT
Central Landscape & Maintenance	2016-07-18 11:00 AM CDT	2016-07-18 11:01 AM CDT
WCD Enterprises LLC	2016-07-18 03:14 PM CDT	2016-08-09 11:01 AM CDT
Hydrozone Landscape Corporation	2016-07-18 02:29 PM CDT	2016-07-21 04:25 PM CDT
Perkens WS Corporation	2016-07-18 03:59 AM CDT	2016-08-11 02:06 AM CDT
DMJ Landscaping	2016-07-15 07:26 AM CDT	2016-07-15 07:26 AM CDT
Sam Anderson Pvt Ltd	2016-07-21 05:26 AM CDT	2016-08-16 08:50 AM CDT
Durba Construction	2016-07-15 09:09 AM CDT	2016-07-15 09:09 AM CDT
iSqFt	2016-07-28 04:48 AM CDT	2016-07-28 04:48 AM CDT
Missouri iSqFt	2016-08-03 09:59 AM CDT	2016-08-03 10:01 AM CDT
North America Procurement Center	2016-07-15 10:34 AM CDT	2016-08-15 11:26 PM CDT
DeAngelo Brothers LLC	2016-07-15 09:26 AM CDT	2016-08-03 09:48 AM CDT
Summer Breeze Lawns LLC	2016-07-19 09:06 AM CDT	2016-08-08 12:47 AM CDT
CHEMTEX LABORATORY	2016-07-22 01:38 PM CDT	2016-08-01 09:39 AM CDT
NCC Services, Inc.	2016-07-19 02:52 PM CDT	2016-08-04 02:06 PM CDT
Davenport Construction	2016-07-14 01:14 PM CDT	2016-07-14 01:14 PM CDT
Eagle Precision Lawn Care L.L.C.	2016-07-14 10:41 PM CDT	2016-07-14 10:41 PM CDT
The Blue Book Building & Construction	2016-07-14 11:38 PM CDT	2016-08-03 11:36 PM CDT
Cypress Creek Pest Control, Inc.	2016-07-14 02:22 PM CDT	2016-07-14 02:22 PM CDT
I Sqft Plan Room	2016-07-15 10:31 AM CDT	2016-08-10 06:47 AM CDT
Reliant Sand And Construction, Inc.	2016-07-15 02:06 PM CDT	2016-07-15 02:06 PM CDT
Acme Inc	2016-07-25 12:28 AM CDT	2016-07-25 12:29 AM CDT
Yellowstone Landscape	2016-08-01 09:59 AM CDT	2016-08-11 08:58 AM CDT
Williams Transport	2016-07-14 10:42 PM CDT	2016-07-14 10:42 PM CDT
A to Z Contracting Service	2016-07-15 11:08 PM CDT	2016-07-28 08:14 AM CDT
Double Eagle Erosion Solutions	2016-07-27 09:31 AM CDT	2016-07-27 09:31 AM CDT
Neo Global Enterprises, LLC	2016-07-18 07:11 PM CDT	2016-08-08 06:12 AM CDT
Camp Landscaping Services	2016-07-20 07:37 AM CDT	2016-08-09 05:47 AM CDT
Hearn Company	2016-07-14 02:56 PM CDT	2016-08-11 09:24 AM CDT
Reed Construction Data	2016-08-03 06:13 PM CDT	2016-08-03 06:13 PM CDT
Construction Software Technology	2016-08-01 03:32 PM CDT	2016-08-10 07:07 AM CDT
BIO Landscape & Maintenance	2016-07-19 09:28 AM CDT	2016-08-11 10:32 AM CDT
Tukmol General Contractor	2016-07-15 03:20 AM CDT	2016-08-04 07:39 PM CDT

Documents ost Recent Response Date

#16020 Addendum 2.pdf#16020 Addendum 1.doc.pdf#16020 2016 PARD Mowing.pdf□
#16020 2016 PARD Mowing.pdf□

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#16020 2016 PARD Mowing.pdf□
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#16020 2016 PARD Mowing.pdf□
#16020 2016 PARD Mowing.pdf#16020 Addendum 2.pdf#16020 Addendum 1.doc.pdf□

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#16020 2016 PARD Mowing.pdf□
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Bid Tabulation to #16024 - Re-bid of Parks Mowing

Item	SECTION 1 Descriptions	Provide Service	GroundStar		Cornerstone		Camp's		Encore	
			Per Visit Cost, by Location	Annual Cost by Location	Per Visit Cost, by Location	Annual Cost by Location	Per Visit Cost, by Location	Annual Cost by Location	Per Visit Cost, by Location	Annual Cost by Location
1	Fairmont Park, 3540 Farrington	38	350	13300	400	15200	400	15200	560	21280
2	Heritage Park (Sylvan Beach Depot, 604 Park Drive)	38	75	2850	200	7600	200	7600	280	10640
3	Northwest Park, 10210 North P Street	38	250	9500	300	11400	300	11400	420	15960
4	Seabreeze park, 1300 Bayshore Drive	38	50	1900	200	7600	200	7600	280	10640
5	La Porte Trail System, Fairmont Parkway	24	400	9600	400	9600	400	9600	560	13440
6	Pecan Crossing Trails	24	60	1440	50	1200	50	1200	70	1680
7	Pecan Park, 3600 Canada road	38	300	11400	500	19000	560	21280	784	29792
8	Woodfalls park, 3801 1/2 Driftwood	38	250	9500	200	7600	210	7980	294	11172
9	La Porte Police Department 7 Municipal Court Facility, 3001 and 3005 N. 23rd Street	38	250	9500	250	9500	260	9880	364	13832
10	La Porte Police Department Detention Pond	12	30	360	100	1200	100	1200	140	1680
11	La Porte City Hall, 604 W. Fairmont Parkway	38	240	9120	250	9500	250	9500	350	13300
12	La Porte Records Storage Building, 1001 S. 4th St.	38	40	1520	40	1520	30	1140	42	1596
13	La Porte Community Library, 600 S. Broadway	38	220	8360	100	3800	130	4940	182	6916
14	La Porte Water Plant #7, 8210 Bandridge	38	40	1520	120	4560	80	3040	112	4256
15	Original City Hall, 111 2nd Street	38	40	1520	60	2280	60	2280	84	3192
16	McCabe Road	24	50	1200	60	1440	80	1920	84	2016
17	a: Stonemont & Underwood	38	20	760	20	760	20	760	70	2660
	b: Stonemont & Underwood Right-of-Way	38	20	760	20	760	20	760	70	2660
18	a: Valley Brook & Spencer Highway	38	5	190	20	760	10	380	70	2660
	b: Valley Brook Esplanades	38	45	1710	40	1520	40	1520	56	2128
19	a: Myrtle Creek & Spencer Highway	38	5	190	20	760	10	380	70	2660
	b: Myrtle Creek Esplanades	38	80	3040	50	1900	50	1900	70	2660
20	Fairmont Parkway Esplanades	38	300	11400	200	7600	240	9120	336	12768
21	a: Bay Area Boulevard EAST Right-of-Way	38	160	6080	220	8360	100	3800	140	5320
	b: Bay Area Boulevard WEST Right-of-Way	38	160	6080	100	3800	120	4560	168	6384
	c: Bay Area Boulevard Esplanades	38	200	7600	110	4180	180	6840	252	9576
22	a: Canada Road EAST Right-of-Way	38	160	6080	120	4560	110	4180	154	5852
	b: Canada Road WEST Right-of-Way	38	160	6080	160	6080	110	4180	154	5852
	c: Bay rea Boulevard Esplanades	38	200	7600	100	3800	160	6080	224	8512
23	Farrington Boulevard Esplanades	38	100	3800	200	7600	210	7980	294	11172
24	Farrington & Spencer Highway	38	5	190	20	760	10	380	70	2660
25	North Farrington	38	70	2660	80	3040	80	3040	112	4256
26	Luella road Esplanades	38	160	6080	140	5320	150	5700	210	7980
27	Luella Trail	38	50	1900	30	1140	30	1140	70	2660
28	Linear Park	20	100	2000	80	1600	80	1600	112	2240
29	La Porte Entrance Sign Locations	20	20	400	20	400	20	400	70	1400
	a: Hwy 225 & Hwy 146, southbound side of Hwy 146 coming from Baytown	20	20	400	20	400	20	400	70	1400
	b: Hwy 146 & Shoreacres Boulevard, Hwy 146 northbound just past Shoreacres Boulevard	20	20	400	20	400	20	400	70	1400
	c: Fairmont Parkway	20	10	200	20	400	20	400	70	1400
30	16th Street Esplanades	38	10	380	60	2280	30	1140	84	3192
Section 1 TOTAL			\$168,570.00		\$181,180.00		\$182,800.00		\$270,844.00	

Item	SECTION 2 Descriptions	Provide Service	Per Visit Cost, by Location	Annual Cost by Location	Per Visit Cost, by Location	Annual Cost by Location	Per Visit Cost, by Location	Annual Cost by Location	Per Visit Cost, by Location	Annual Cost by Location
1	Hwy 225 & Sens road	10	300	3000	500	5000	600	6000	1540	15400
1	Emergency Medical Services, 10428 W. Main	38	40	1520	50	1900	60	2280	70	2660
3	Animal Shelter, 10901 Spencer Highway	38	30	1140	90	3420	90	3420	126	4788
4	Hwy 146 from Barbour's Cut to Shoreacres City Limit	10	400	4000	3400	34000	3600	36000	3780	37800
5	Little Cedar Bayou park	38	520	19760	800	30400	760	28880	840	31920
6	Gladwyne Trail Head Property	38	100	3800	80	3040	90	3420	112	4256
7	Garfield Median	38	15	570	20	760	30	1140	70	2660
8	San Jacinto Trail	24	100	2400	60	1440	70	1680	84	2016
9	South Broadway Trail	24	220	5280	120	2880	130	3120	168	4032
10	Fire Station 2, 9710 Spencer	38	40	1520	90	3420	90	3420	126	4788
11	Fire Station 3, 2700 Sens Road	38	50	1900	90	3420	90	3420	126	4788
12	Fire Station 4, 2900 South Broadway	38	40	1520	90	3420	90	3420	126	4788
13	F216 Detention Basin	12	600	7200	600	7200	600	7200	840	10080
14	Klein Retreat/Happy Harbor, NCI Property, 1000 Bayshore Drive	24	40	960	200	4800	220	5280	1750	42000
Section 2 Total				\$54,570.00		\$105,100.00		\$108,680.00		\$171,976.00
GRAND TOTALS				\$223,140.00		\$286,280.00		\$291,480.00		\$442,820.00

Bid Bond Received

NO
Exhibit E from previous bid
Exhibit A from previous bid

YES

YES

YES

Notifications Report for Sealed Bid #16024 - REBID Mowing for Parks Department

Notifications:

4Ward Construction LLC	2016-09-01 07:48:16	Excellent Yard Care	2016-09-01 07:48:16
9094 Enterprises, LLC	2016-09-01 07:48:16	exclusive lawn care	2016-09-01 07:48:16
Above Grade Lawn Care	2016-09-01 07:48:16	Father-Son Lawn Care	2016-09-01 07:48:16
AC Stewart Enterprises LLC	2016-09-01 07:48:16	Fence "D" Fence Inc.	2016-09-01 07:48:16
Affordable Lawn Care	2016-09-01 07:48:16	Fitzgerald's Ltd.	2016-09-01 07:48:16
Affordable Lawn & Tractor Service	2016-09-01 07:48:16	George Meeks Landpro, Inc.	2016-09-01 07:48:16
All About Mowing LLC	2016-09-01 07:48:16	G&H Equitas Foundation, Inc.	2016-09-01 07:48:16
All America Inc.	2016-09-01 07:48:16	G.I. Mow	2016-09-01 07:48:16
All Materials Construction LLC	2016-09-01 07:48:16	Goins GoGetters	2016-09-01 07:48:16
All Pro General Construction, Inc.	2016-09-01 07:48:16	Golden Triangle Landscape & Maintenance, LLC	2016-09-01 07:48:16
All-PRO Lawn and Garden	2016-09-01 07:48:16	Good Earth Corporation	2016-09-01 07:48:16
All Seasons Lawn Maintenance	2016-09-01 07:48:16	HLS Enterprises of Tx., Inc.	2016-09-01 07:48:16
Allways Evergreen Landscaping	2016-09-01 07:48:16	Horizon Distributors INC.	2016-09-01 07:48:16
Alviar's Lawn Care	2016-09-01 07:48:16	Horns Crew Trucking	2016-09-01 07:48:16
Ambler Castillo	2016-09-01 07:48:16	Hydrozone Landscape Corporation	2016-09-01 07:48:16
Anointed landscaping and lawncare	2016-09-01 07:48:16	KB Tree Service LLC	2016-09-01 07:48:16
Apple Maintenance Company	2016-09-01 07:48:16	kdtruckinginc	2016-09-01 07:48:16
AR Creative Development	2016-09-01 07:48:16	Kilgore Industrial	2016-09-01 07:48:16
A to Z Contracting Service	2016-09-01 07:48:16	kings all in one service	2016-09-01 07:48:16
Bare Roots landscape Solutions	2016-09-01 07:48:16	K & K Tractor Services LLC	2016-09-01 09:08:27
B&B LawnCare & Tree Services	2016-09-01 07:48:16	Knockout Landscape	2016-09-01 07:48:16
Beach Town Lawn Service	2016-09-01 07:48:16	KT Maintenance Company, Inc.	2016-09-01 07:48:16
Belaire Construction	2016-09-01 07:48:16	Metcalfe Grounds Maintenance	2016-09-01 07:48:16
BEVERLY SUE GLOBAL SERVICES LLC	2016-09-01 07:48:16	MEYER SMITH INC.	2016-09-01 07:48:16
big 9 Services LLC	2016-09-01 07:48:16	MG Services	2016-09-01 07:48:16
BIO Landscape and Maintenance, Inc	2016-09-01 07:48:16	Mikes Mowing Service	2016-09-01 07:48:16
B Jones Enterprises	2016-09-01 07:48:16	MILCON Construction, LLC	2016-09-01 07:48:16
Border Construction	2016-09-01 07:48:16	MJG Services, LLC	2016-09-01 07:48:16
Boyd Construction Services, LLC.	2016-09-01 07:48:16	M & J lawn service	2016-09-01 07:48:16
Brian Gilland's Lawn Care	2016-09-01 07:48:16	Morales	2016-09-01 07:48:16
Brickman/ValleyCrest	2016-09-01 07:48:16	Mow and Grow	2016-09-01 07:48:16
Brown Mule Mowing Inc	2016-09-01 07:48:16	Mow N More	2016-09-01 07:48:16
Brown's Tractor Mowing	2016-09-01 07:48:16	Municipal Turf and Sport Fields Consultants	2016-09-01 07:48:16
BTLS	2016-09-01 08:43:26	MYSL, LLC	2016-09-01 07:48:16
Buff Right LLC	2016-09-01 07:48:16	Ruben Rodriguez	2016-09-01 07:48:16
Burleson Outdoor Power Equipment	2016-09-01 07:48:16	SAL ESPARZA, INC.	2016-09-01 07:48:16
Bushwackers Lawn Maint. & Specialties	2016-09-01 07:48:16	Salinas Irrigation Inc.	2016-09-01 07:48:16
Business Thru Government	2016-09-01 07:48:16	Sam Anderson Pvt Ltd	2016-09-01 14:43:30
Camp Landscaping Services	2016-09-01 07:48:16	S.A. Solar Mow	2016-09-01 07:48:16
Cantu Contracting Inc.	2016-09-01 07:48:16	SDI Lawn Service	2016-09-01 07:48:16
Carrizales Lawn & Landscaping Service	2016-09-01 07:48:16	Semarck Landscape Services Inc	2016-09-01 07:48:16
C&C Mowing Contractors, Inc.	2016-09-01 07:48:16	SeRaphia's Lotts	2016-09-01 07:48:16
CDC News	2016-09-01 07:48:16	Shawnee MIssion Tree Service, Inc.	2016-09-01 07:48:16
Central Landscape & Maintenance	2016-09-01 07:48:16	Silver Creek Materials	2016-09-01 07:48:16
Chick Landscaping, Inc.	2016-09-01 07:48:16	Soliz Group LLC	2016-09-01 07:48:16
City of Missouri City	2016-09-01 07:48:16	South East Texas Lawn & Maintenance	2016-09-01 07:48:16

Classic irrigation & Landscape Management	2016-09-01 07:48:16	Southern Green Lawn and Landscape	2016-09-01 07:48:16
Coastal Bend Yard Works	2016-09-01 07:48:16	Sports Field Solutions	2016-09-01 07:48:16
Coastal Maintenance Concepts, LLC	2016-09-01 07:48:16	Summer Breeze Lawns LLC	2016-09-05 21:22:26
Coastal Property Cleanup	2016-09-01 07:48:16	Telluride Construction, Inc	2016-09-01 07:48:16
Copious Operations, I.I.c	2016-09-01 07:48:16	Terracare Associates	2016-09-01 07:48:16
Cornerstone Maintenance, Inc.	2016-09-01 07:48:16	Texas Best, LLC.	2016-09-01 07:48:16
Cutting Edge Lawn care	2016-09-01 07:48:16	texas diamond construction llc	2016-09-01 07:48:16
Cyanocitta Cristata, Inc	2016-09-01 07:48:16	Tex-Sand, LLC	2016-09-01 07:48:16
Cyclone Tire Service	2016-09-01 07:48:16	The Arbor Experts, LLC	2016-09-01 07:48:16
Cypress Creek Pest Control, Inc.	2016-09-01 07:48:16	The Blue Book Building & Construction Network	2016-09-01 23:22:26
Daniels Lawn & Hauling Services	2016-09-01 07:48:16	THE EB FOUNDATION INC	2016-09-01 07:48:16
Davenport Construction	2016-09-01 07:48:16	Total Lawn and Sprinkler, Inc.	2016-09-01 07:48:16
DAVE'S LAWN SERVICE	2016-09-01 07:48:16	T Smith's Lawn Service	2016-09-01 07:48:16
D-Bar Contractors	2016-09-01 07:48:16	Tuff Cut Lawn & Landscape	2016-09-01 07:48:16
DCJ Construction	2016-09-01 07:48:16	UB Construction and Services	2016-09-01 07:48:16
D Davila	2016-09-01 07:48:16	Vergara mowing and electric motor/ pump service	2016-09-01 07:48:16
D & D Commerical Landscape Management	2016-09-01 07:48:16	VeriClean Services Corporation	2016-09-01 07:48:16
DeAngelo Brothers LLC	2016-09-01 07:48:16	VMC Landscape Services	2016-09-01 07:48:16
Denton Lawn Sprinkler, Inc.	2016-09-01 07:48:16	Wacker and Sons Professional Lawn Care	2016-09-01 07:48:16
Derrick n Noah Lawn Service	2016-09-01 07:48:16	Walter-Keith Enterprises Inc, LLC	2016-09-01 07:48:16
DezTex Industrial Service	2016-09-01 07:48:16	Walter Washington III	2016-09-01 07:48:16
Diamond M Field Services LLC	2016-09-01 07:48:16	Water Experts of Texas Irrigation & Landscaping, LLC	2016-09-01 07:48:16
D.I.V.A.S.LLC	2016-09-01 07:48:16	WCD Enterprises LLC	2016-09-06 11:29:24
D&M Commercial Lawn Services, LLC	2016-09-01 07:48:16	Webbs Landscape Management	2016-09-01 07:48:16
DMJ Landscaping	2016-09-02 20:29:26	Weldon's Lawn and Tree	2016-09-01 07:48:16
Dorame General Repair and Lawn, LLC	2016-09-01 07:48:16	Westco Grounds Maintenance Co., Inc.	2016-09-01 07:48:16
Double S	2016-09-01 07:48:16	Williams Transport	2016-09-01 07:48:16
Durba Construction	2016-09-02 07:01:23	Worth Landscaping	2016-09-01 07:48:16
Duval Logistics, LLC.	2016-09-01 07:48:16	Yes America Now, Inc	2016-09-01 07:48:16
Dyna-Mist Construction	2016-09-01 07:48:16	ZLynx Enterprise, Inc.	2016-09-01 07:48:16
Eagle Precision Lawn Care L.L.C.	2016-09-01 07:48:16		
Earl Etten	2016-09-01 07:48:16		
Earthtones Landscape Maintenance	2016-09-01 07:48:16		
Ecocutter	2016-09-01 07:48:16		
Ed's Lawn Maintenance Services	2016-09-01 07:48:16		
ELI'S LAWN SERVICE	2016-09-01 07:48:16		
Elite Greenscape Services	2016-09-01 07:48:16		
Encore Group	2016-09-01 07:48:16		
Encore Group Lawn and Landscape of Gre	2016-09-01 09:57:28		
Encore Lawn and Landscape of Greater H	2016-09-01 07:48:16		
ERMC IV LP	2016-09-01 07:48:16		

Access

BidClerk	2016-09-05 04:11 AM CDT	
Charter Communications	2016-09-06 05:26 AM CDT	
Hearn Company	2016-09-01 03:01 PM CDT	#16024 REBID Mowing for Parks Department .pdf
Earl Etten	2016-09-01 09:45 PM CDT	
Groundstar Inc	2016-09-01 06:34 PM CDT	#16024 REBID Mowing for Parks Department .pdf
Encore Group Lawn and Landscape of Gre	2016-09-01 10:39 AM CDT	#16024 REBID Mowing for Parks Department .pdf

Aziaa Corp	2016-09-02 04:42 AM CDT	
WCD Enterprises LLC	2016-09-06 12:27 PM CDT	#16024 REBID Mowing for Parks Department .pdf
Onvia	2016-09-01 01:01 PM CDT	#16024 REBID Mowing for Parks Department .pdf
Hydrozone Landscape Corporation	2016-09-16 02:28 PM CDT	#16024 REBID Mowing for Parks Department .pdf
Cornerstone Maintenance and Landscaping	2016-09-01 04:53 PM CDT	#16024 REBID Mowing for Parks Department .pdf
Perkens WS Corporation	2016-09-01 12:15 PM CDT	#16024 REBID Mowing for Parks Department .pdf
DMJ Landscaping	2016-09-02 09:27 PM CDT	#16024 REBID Mowing for Parks Department .pdf
M & J lawn service	2016-09-12 10:15 AM CDT	
Sam Anderson Pvt Ltd	2016-09-01 08:45 AM CDT	#16024 REBID Mowing for Parks Department .pdf
Durba Construction	2016-09-02 08:00 AM CDT	#16024 REBID Mowing for Parks Department .pdf
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Classic irrigation & Landscape Management	2016-09-01 09:47 PM CDT	
NCC Services, Inc.	2016-09-06 04:44 PM CDT	#16024 REBID Mowing for Parks Department .pdf
Davenport Construction	2016-09-08 09:37 AM CDT	
Eagle Precision Lawn Care L.L.C.	2016-09-02 09:31 PM CDT	#16024 REBID Mowing for Parks Department .pdf
The Blue Book Building & Construction Net	2016-09-02 12:16 AM CDT	#16024 REBID Mowing for Parks Department .pdf
I Sqft Plan Room	2016-09-02 05:11 AM CDT	
Capital Sign Associates, LLC	2016-09-21 01:41 PM CDT	
Neo Global Enterprises, LLC	2016-09-19 09:27 AM CDT	#16024 REBID Mowing for Parks Department .pdf
McLemore Building Maintenance	2016-09-07 08:54 AM CDT	#16024 REBID Mowing for Parks Department .pdf
Camp Landscaping Services	2016-09-01 12:28 PM CDT	#16024 REBID Mowing for Parks Department .pdf
Lane's Lawn & Tractor Service	2016-09-01 05:25 PM CDT	#16024 REBID Mowing for Parks Department .pdf
K & K Tractor Services LLC	2016-09-01 10:05 AM CDT	#16024 REBID Mowing for Parks Department .pdf
BIO Landscape & Maintenance, Inc.	2016-09-01 09:01 AM CDT	#16024 REBID Mowing for Parks Department.pdf
BTLS	2016-09-01 09:36 AM CDT	#16024 REBID Mowing for Parks Department .pdf
Tukmol General Contractor	2016-09-03 04:21 AM CDT	
Telluride Construction, Inc	2016-09-01 10:11 AM CDT	



Reference Check Form
Vendor Name: Cornerstone
(2 Responses) City of Friendswood and City of Pearland

1. How long have you used this particular vendor in a capacity? **10-12 years doing mowing, landscape, maintenance and irrigation.**
2. How many different projects has this vendor been used on in this capacity? **multiple; still providing services for both**
3. On a scale of one to ten, with ten being completely satisfied and one being completely unsatisfied, how would you rate the following:
 - a. Overall reliability **9.0**
 - b. Overall vendor ability to meet timelines or deadlines **9.0**
 - c. Overall vendor personnel experience level **10.0**
4. On a scale of one to ten, with ten being excellent and one being unsatisfactory, how would you rate the following:
 - a. The company's attitude toward customer service? **10.0**
 - b. The company's ability to resolve problems? **9.0**
 - c. The company's overall performance? **9.0**
5. On a scale of one to ten, with ten being "absolutely would" and one being "absolutely would not", would you recommend this vendor to someone? **9.0**
6. In your opinion, what are the vendor's
 - a. Strengths? **Solid experience in senior leadership, willingness to serve and flexible when necessary; able to access situations and provide reasonable solutions**
 - b. Weaknesses? **None; middle management concerns for a short time but this has been resolved**
 - c. Additional Comments? **Cornerstone is a pleasure to do business with**

Signature of person conducting reference checks: Sandie Scarborough, Purchasing Division CoLP

REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>November 14, 2016</u>	<u>Appropriation</u>
Requested By: <u>Sharon Valiante</u>	Source of Funds: <u>N/A</u>
Department: <u>Public Works</u>	Account Number: _____
Report: <input checked="" type="radio"/> Resolution: <input type="radio"/> Ordinance: <input type="radio"/>	Amount Budgeted: _____
Other: <input type="radio"/> _____	Amount Requested: _____
	Budgeted Item: <input checked="" type="radio"/> YES <input type="radio"/> NO

Attachments :

- 1. Artwork #1**
- 2. Artwork #2**
- 3. Main Street Tower Visibility at 1200 LF**
- 4. Main Street Tower Visibility at 2600 LF**

SUMMARY & RECOMMENDATIONS

This agenda item is a follow up to previous workshop discussions regarding which artwork would be used for the Elevated Storage Tank on 4th Street @ Main. From a group of proposed artwork, City Council chose a specific artwork containing the La Porte ISD Bulldog with the “City of La Porte”, and “Home of the Bulldogs” in lettering form. City Council then requested staff to provide the artwork in draft form to depict size and a visibility perspectives. Staff coordinated the request with the Design Engineer and are presenting two draft versions for consideration.

The estimated budget costs associated with the two artworks are as follows:

Artwork #1, two applications of the same logo as shown in the exhibit = \$11,000

Artwork #2, one application of the bulldog thru the LP; one application of the wording as shown in the exhibit = \$16,000

Note: This tank is not the same size as the Fairmont tank. It is a double ellipsoidal with a much shorter vertical flat shell wall and more knuckle versus the Fairmont toro bottom with a taller shell wall. So there is not as much vertical area to work with as the Fairmont tank. This is a critical factor and determines the maximum size of the logo or it will roll over in to the knuckle/roof too much.

Action Required of Council:

Provide guidance to staff regarding the direction to proceed with the design of the Elevated Storage Tank Artwork on 4th St @ Main.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date

Tank Reservoir Elevation

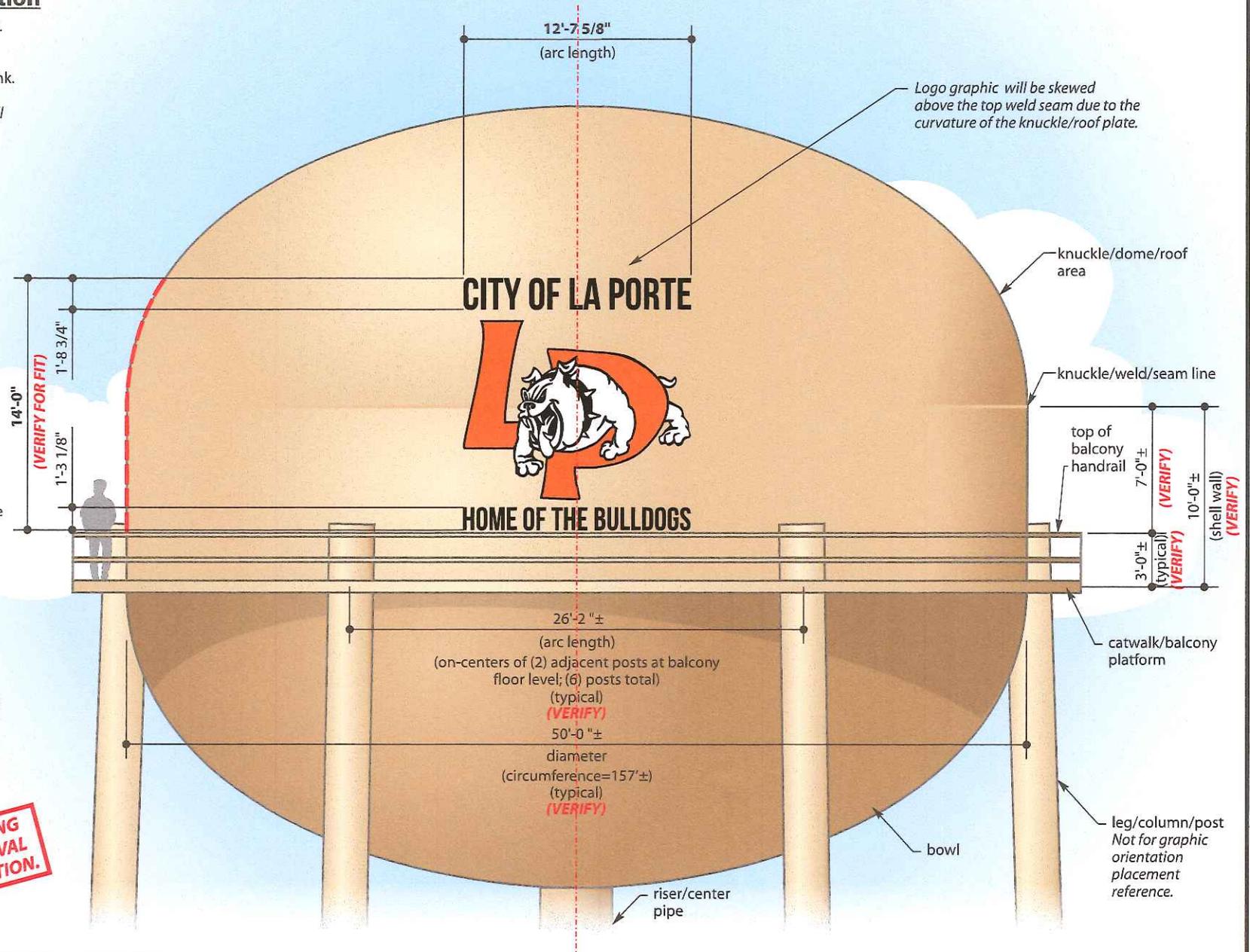
Planar measurements of graphics.

Tank measurements shown are based on a typical 500k gallon tank.

Owner / Contractor should verify all measurements prior to final approvals and production.

Quantity: (2) opposite sides.
Orientation to be determined / verified in the field by Owner.

- Tnemec International Orange 055F
- Tnemec White 00WH
- Tnemec Black 35GR
- Tnemec Desert Sands 04BR



FIELD VERIFY TANK SIZING PRIOR TO FINAL APPROVAL AND PATTERN PRODUCTION.



Tim Donovan | Owner
106 Mission Ct STE 1201
Franklin, TN 37067
615.473.0272 tel
888.492.1831 fax
Tim@TankLOGOS.com

Client: Dunham Engineering
Design: La Porte TX S 4th St and Main 500KG EWT A0
Revision Date:
First Print Date: 10-24-16
Scale: 1/8" = 1'-0"±

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature _____

APPROVED **DATE** _____

APPROVED AS NOTED **DATE** _____

REVISE + RESUBMIT **DATE** _____

Colors shown are close approximations due to uncontrollable variations in output devices, lighting conditions and media viewed on. Refer to color call-outs when specified. All renderings shown are approximate and are provided as a visualization aid. This design is copyright of TankLOGOS.com. Any unauthorized use of this drawing without exclusive permission from TankLOGOS.com is prohibited.

Tank Reservoir Elevation - LOGO 1

Planar measurements of graphics.

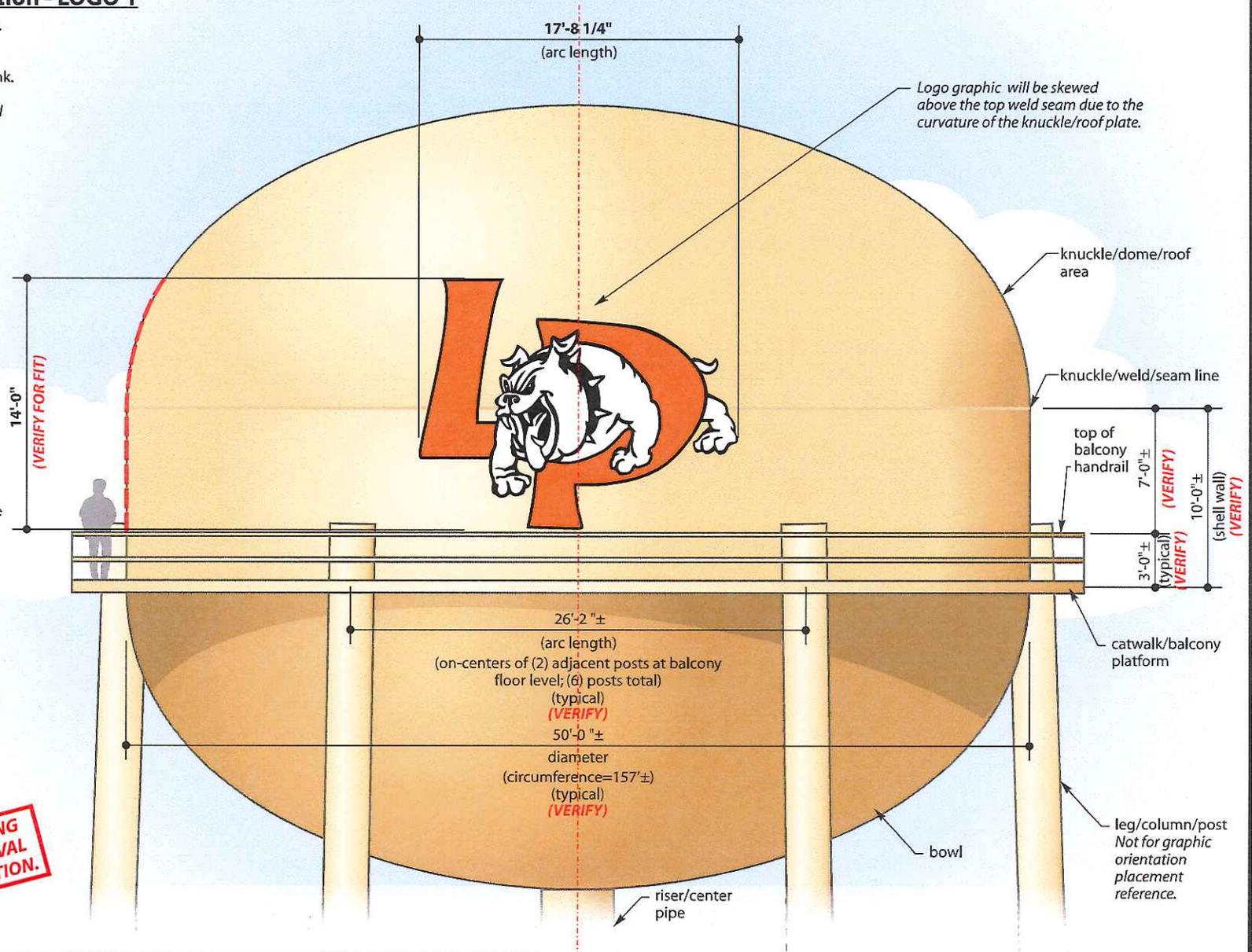
Tank measurements shown are based on a typical 500k gallon tank.

Owner / Contractor should verify all measurements prior to final approvals and production.

Quantity: (2) opposite sides.
Orientation to be determined / verified in the field by Owner.

- Thmec International Orange 05SF
- Thmec White 00WH
- Thmec Black 35GR
- Thmec Desert Sands 04BR

FIELD VERIFY TANK SIZING PRIOR TO FINAL APPROVAL AND PATTERN PRODUCTION.



Tim Donovan | Owner
106 Mission Ct STE 1201
Franklin, TN 37067
615.473.0272 tel
888.492.1831 fax
Tim@TankLOGOS.com

Client: Dunham Engineering
Design: La Porte TX S 4th St and Main 500KG EWT 80
Revision Date:
First Print Date: 10-24-16
Scale: 1/8" = 1'-0"±

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature _____

APPROVED **DATE** _____

APPROVED AS NOTED **DATE** _____

REVISE + RESUBMIT **DATE** _____

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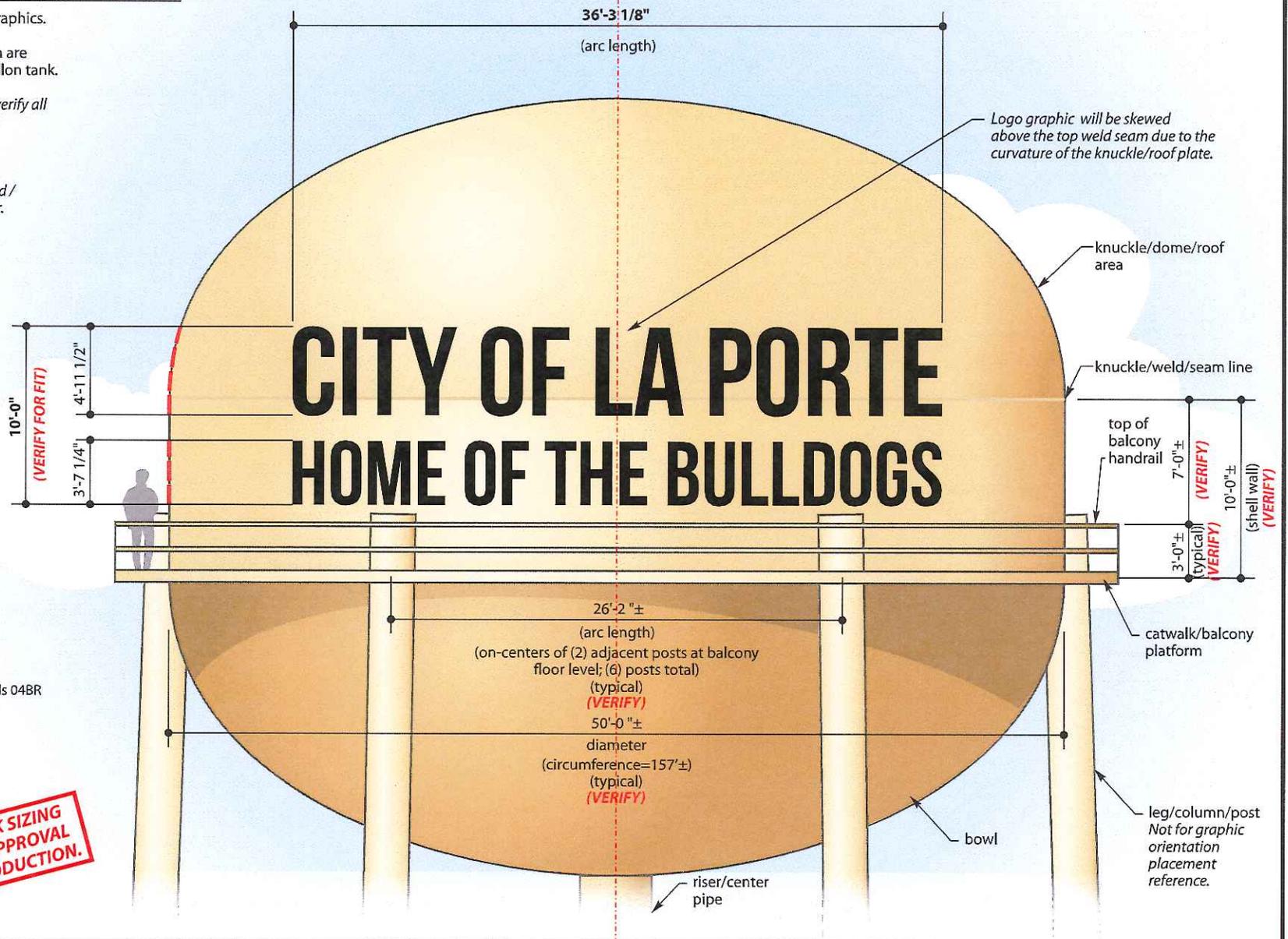
Tank Reservoir Elevation - LOGO 2

Planar measurements of graphics.

Tank measurements shown are based on a typical 500k gallon tank.

Owner / Contractor should verify all measurements prior to final approvals and production.

Quantity: (2) opposite sides.
Orientation to be determined / verified in the field by Owner.



Tnemec Black 35GR



Tnemec Desert Sands 04BR

FIELD VERIFY TANK SIZING PRIOR TO FINAL APPROVAL AND PATTERN PRODUCTION.



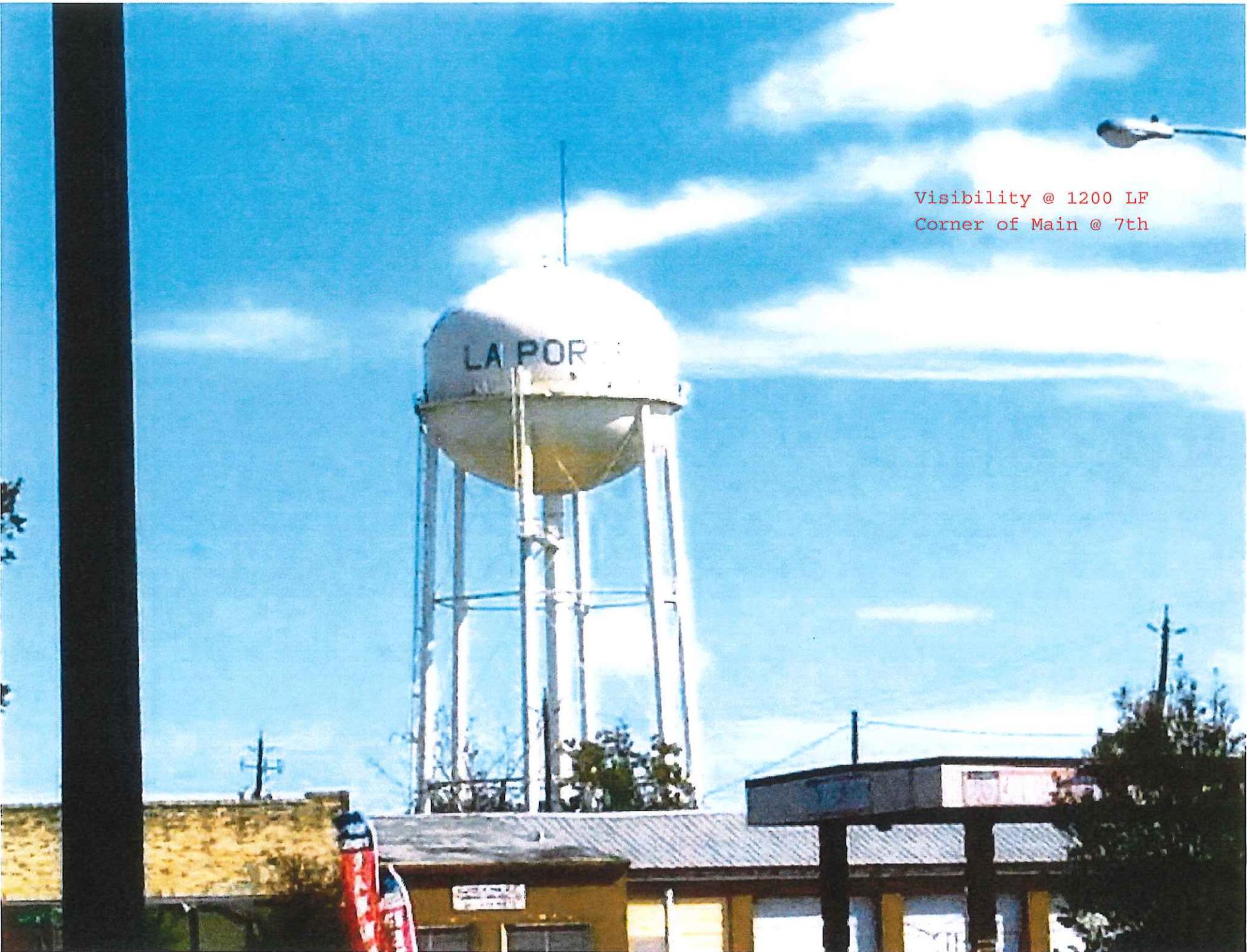
Tim Donovan | Owner
106 Mission Ct STE 1201
Franklin, TN 37067
615.473.0272 tel
888.492.1831 fax
Tim@TankLOGOS.com

Client: Dunham Engineering
Design: La Porte TX S 4th St and Main 500KG EWT 80
Revision Date:
First Print Date: 10-24-16
Scale: 1/8"=1'-0"±

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature _____
APPROVED **DATE** _____
APPROVED AS NOTED **DATE** _____
REVISE + RESUBMIT **DATE** _____

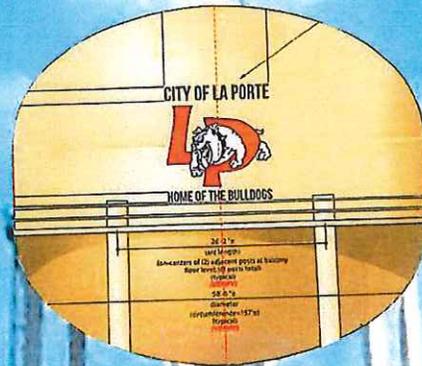
Colors shown are close approximations due to uncontrollable variations in output devices, lighting conditions and media viewed on. Refer to color callouts when specified. All renderings shown are approximate and are provided as a visualization aid. This design is copyright of TankLOGOS.com. Any unauthorized use of this drawing without exclusive permission from TankLOGOS.com is prohibited.



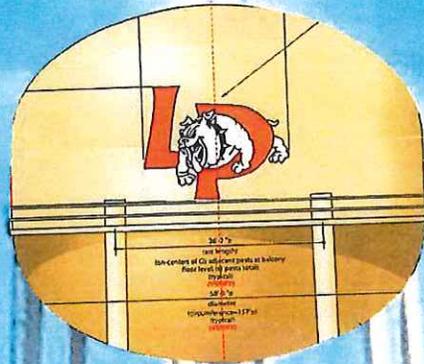
Visibility @ 1200 LF
Corner of Main @ 7th

OPTION Artwork #1

BUDGET ESTIMATE
\$11,000

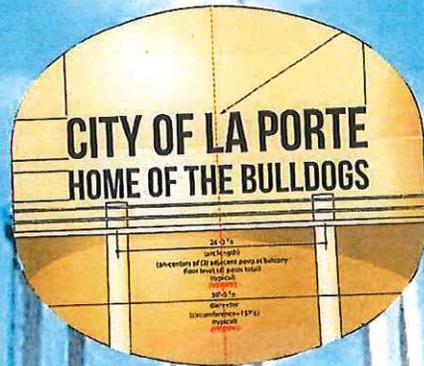


OPTION B - Artwork#2 - Logo 1



OPTION Artwork#2 - Logo 2

BUDGET ESTIMATE
\$16,000



LOGO VISIBILITY AT 2600 FEET
146 Southbound feeder at ADAMS



OPTION Artwork #1

BUDGET ESTIMATE
\$11,000



OPTION Artwork #2 - Logo 1

BUDGET ESTIMATE
\$16,000



OPTION Artwork #2 - Logo 2



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: November 14, 2016 Appropriation
Source of Funds: N/A
Requested By: Rosalyn Epting Account Number: _____
Department: Parks & Recreation Amount Budgeted: _____
Report: Resolution: Ordinance: Amount Requested: _____
Other: _____ Budgeted Item: YES NO

Attachments :

1. Operational Analysis Report - Draft

SUMMARY & RECOMMENDATIONS

In July, GreenPlay LLC began the process of performing an Operational Analysis for the Parks & Recreation Department. Melissa Chew, Project Consultant, will go over her findings. The draft report is attached as an exhibit. The contractor will take any comments from the Council Meeting and incorporate them into the final copy of the report.

Action Required of Council:

None.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



City of La Porte, Texas

**Parks and Recreation Department
Operational Analysis
DRAFT
October 2016**

Acknowledgements

We would like to thank all those who provided input for this Operational Analysis.

City of La Porte, Texas

Mayor and City Council:

Louis R. Rigby	Mayor
John P. Zemanek	At - Large A
Dottie Kaminski	At - Large B
Danny Earp	District 1
Chuck Engelken	District 2
Daryl Leonard	District 3
Kristin Martin	District 4
Jay Martin	District 5
Mike Clausen	District 6

Administrative Staff:

Corby Alexander	City Manager
Traci Leach	Assistant City Manager
Michael Dolby	Finance Director

Parks and Recreation Department Staff/Project Team:

Rosalyn Epting	Director of Parks and Recreation
Scott Bradley	Parks Superintendent
Deb Kuykendall	Special Services Superintendent
Megan Mainer	Recreation Superintendent
Liz Russell	Office Coordinator

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I. Introduction

A. Study Purpose

The purpose of this study was defined through a formal RFP process, interaction with staff to determine Critical Success Factors, and various meetings (in person and via conference call) with staff as stakeholders in the process. The process identified the following purpose:

- Collect and analyze data as it relates to current management practices regarding the department's organization and operations.
- Utilizing data from key stakeholders and staff to obtain input, evaluate current methods, and gain understanding of possible future management strategies.
- Complete a benchmark analysis of local and area market conditions of comparable operations.
- Recommend the associated administration, maintenance, and operations goals associated with organization and operations.
- Develop an Action Plan for use in short and long term goal setting/budgeting strategy for the Parks and Recreation Department.

B. Existing Values, Vision, Mission, and Goals

La Porte is located in east Harris County Texas, along the Galveston Bay. The city was incorporated in 1892 and although it was originally a real estate venture for agriculture, it was primarily a resort town until after World War II.

Today, La Porte has a strong industrial base, easy access to the Bayport (Houston Ship) Channel, and diverse enterprises choosing to locate in the area, including construction, manufacturing, and engineering companies.

Mission Statement:

*To provide and manage superior parks and recreational facilities, innovative programs, and services that will provide our customers with pleasure and enrichment.
(1994)*

The mission of the Parks and Recreation Department, which encompasses parks and trail construction and maintenance, facility maintenance, recreation programs and facilities, as well as marketing, focuses on the provision of superior services that provide pleasure and enrich lifestyles. With the diversity of amenities and activities available in La Porte, the current mission statement is realized in day-to-day operations.

In analyzing operations considering recommendations, multiple resource documents were utilized, including, but not limited to:

- City of La Porte Strategic Plan (2013–2017) – This document provides information for Vision, Mission, and Core Values, as well as specific action steps relative to improving quality of life through recreational amenities (trails, sports fields, and aquatics).
- City of La Porte 2030 Comprehensive Plan (2012) – Demographic information and goals relative to Parks, Recreation, and Open Space were reviewed.
- Bicycle and Pedestrian Trail Implementation Plan (2003)
- Parks and Recreation Master Plan (2002 and Update 2008) – Review of this plan indicated a strong focus on infrastructure needs such as park development and trails.

- Budget Documents: 2015, 2016, 2017 Requested – These documents indicate funding patterns and financial history.
- Organizational Charts – Analysis of organizational structure, and position level, is critical to considering efficiencies.
- Outside Agreements – Review of existing Intergovernmental Agreements or Independent User Groups is important in determining allocation of taxpayer resources for the department.
- Newsletters – Marketing and communication strategies are critical for operations.

II. Engagement Process

A. Stakeholder Interviews

Stakeholder interviews were conducted with numerous elected officials and senior staff on September 12, 2016. A summary of comments obtained through this process included:

- Strengths of the department include leadership, creativity, and diversity of programs/facilities, including specialized amenities.
- Weaknesses of the department include park and field maintenance, reactive vs. pro-active staff, recording and reporting mechanisms incomplete, lack of performance measurements that are useful and produce accountability, and weak marketing.
- Opportunities for improvement were noted regarding maintenance of assets, program management, customer service, some potential for cost recovery, and organizational structure.
- Key areas that this document should address were noted as efficiency, maintenance, programming levels, and staffing considerations.

B. Strengths, Weaknesses, Opportunities, Threats (SWOT) Analysis

Further input was conducted in the form of a SWOT analysis conducted September 12, 2016. Key issues identified during this process are presented below as identified by staff with a full summary in **Appendix A**. These issues also helped in framing the recommended actions.

Major Strengths with High Importance

- Leadership (decisive, informative)
- Teamwork
- Customer Service
- Variety Of Amenities
- Creative Events
- Program Assortment
- Diverse Staff
- Maintenance of Parks/Trails

Major Weaknesses with High Importance

- Staffing
- Enforcing Policies and Procedures
- Maintenance/Storage of Equipment
- IT Process/Procedures
- Community Center Participation
- Cost Recovery
- Sponsorship Policy
- LOS Standards Lacking
- Sport Association Field Maintenance
- Contracted Services (Maintenance)

Opportunities that are Attractive with High Probability of Success

- Complete Trail Connections
- Analyze Organizational Structure
- Developing Policy/Procedure Manuals

Opportunities that are Highly Attractive with Low Probability of Success

- Additional Recreation Center
- Event/Conference Center
- Accessible Playground
- Aquatics Upgrades/Renovations
- Natatorium
- Sport Association Collaborations
- In House Fitness Staff
- LPISD IGAs
- Special Projects Group
- PR Advisory Board
- Kidz Zone at Fitness Center
- Developing Program and Event Standards
- Adding Programs and Amenities (Boating, Disc Golf, Paddle Boarding, Sand VB, Etc.)

Threats that are highly Serious with a High Probability of Occurrence

- Environmental Issues
- Closing Community Centers
- Alternative Providers
- Contract Maintenance

Staff then developed a vision for the department that featured *strong leadership of a department that was accountable but flexible in assignments, working effectively and efficiently to provide quality services and amenities for the residents of La Porte.*

A Key Issues Matrix can be found in **Appendix B**, which outlines the themes and sources of these issues, along with early recommendation considerations.

III. Market Analysis

A. Demographic Profile

Demographics are used to project potential use or demand.¹ While La Porte has an average age older than the State of Texas, the average income is nearly \$9,000 less. The population of 35,039 is a younger, working class community, indicated by statistics in **Table 1** below.

Table 1: La Porte Demographics

City of La Porte	
Population	35,039
La Porte Median Age	35.5
Texas Median Age	34
Households	11,218
La Porte Median Household Income	\$65,965
Texas Median Household Income	\$74,537
Mean Retirement Income	\$20,444

In addition to understanding the demographics of the community, understanding trends associated with the predominant age cohorts is helpful in responding to community needs and setting goals.

B. Trends and Benefits

Trends are helpful in considering types of amenities, programs, and activities that may be attractive to visitors. The following identifies some broad programming and age related trends that will influence current and future use and are helpful in addressing program or amenity changes for La Porte.

Healthy Lifestyles – Bicycling, Walking, and Trails for Alternative Transportation

To a greater extent, local governments are accepting the role of providing preventative health care through park and recreation services. The following facts are from an International City/County Management local government survey²:

- Eighty-nine percent (89%) of respondents indicated that parks and recreation departments should take the lead in developing communities conducive to active living.
- Eighty-four percent (84%) had already implemented recreation programs that encourage active living in their community.
- The highest priority selected for the greatest impact on community health and physical inactivity was a cohesive system of parks and trails and accessible neighborhood parks.

Bicycle-friendly cities have been emerging over the last 10 years. Cycling has become a popular mode of transportation as people consider the rising cost of fuel, the desire for better health, and the concern for the environment.

¹ <http://www.city-data.com/city/La-Porte-Texas.html>

² "Active Living Approached by Local Government: Survey," International City/County Management Association, <http://bookstore.icma.org/freedocs/Active%20Living%20and%20Social%20Equity.pdf>, 2004.

Trails can provide a wide variety of opportunities for being physically active, such as walking, running, and hiking; rollerblading; wheelchair recreation; bicycling; cross-country skiing and snowshoeing; fishing and hunting; and horseback riding. A connected system of trails increases the level of physical activity in a community has been scientifically demonstrated through the CDC's Trails for Health Initiative.³ In response to these connections, American Trails has launched a "Health and Trails" resource section in its website: <http://www.americantrails.org/resources/benefits>.

Administration Trends in Recreation and Parks

Municipal parks and recreation structures and delivery systems have changed, and more alternative methods of delivering services are emerging. Certain services are being contracted out, and cooperative agreements with non-profit groups and other public institutions are being developed. Newer partners include the health system, social services, the justice system, education, the corporate sector, and community service agencies. These partnerships reflect both a broader interpretation of the mandate of parks and recreation agencies and the increased willingness of other sectors to work together to address community issues. The relationship with health agencies is vital in promoting wellness.

The traditional relationship with education and the sharing of facilities through joint-use agreements is evolving into cooperative planning and programming aimed at addressing youth inactivity levels and community needs.

Listed below are additional administrative national trends:

- Level of subsidy for programs is lessening and more "enterprise" activities are being developed, thereby allowing subsidy to be used where deemed appropriate.
- Information technology allows for better tracking and reporting.
- Pricing is often determined by peak, off-peak, and off-season rates.
- More agencies are partnering with private, public, and non-profit groups.

Agency Accreditation

Parks and recreation agencies are affirming their competencies and value through accreditation. This is achieved by an agency's commitment to 150 standards. Accreditation is a distinguished mark of excellence that affords external recognition of an organization's commitment to quality and improvement.

The National Recreation and Parks Association administratively sponsors two distinct accreditation programs: The Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COAPRT) approves academic institutions and the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) approves agencies. It is the only national accreditation of parks and recreation agencies, and is a valuable measure of an agency's overall quality of operation, management, and service to the community. There are currently over 130 agencies around the nation that have received the **CAPRA accreditation**.

³ "Guide to Community Preventive Services," Centers for Disease Control and Prevention, <http://www.thecommunityguide.org/index.html>

Additional benefits of CAPRA accreditation include:

- Boosts staff morale
- Encourages collaboration
- Improves program outcomes
- Identifies agency and cost efficiencies
- Builds high level of trust with the public
- Demonstrates promise of quality
- Identifies best management practices

Americans with Disabilities Act (ADA) Compliance

On September 14, 2010 the U.S. Department of Justice (DOJ) issued an amended regulation implementing the Americans with Disabilities Act (ADA 2010 Standards)⁴ and, for the first time, the regulations were expanded to include recreation environment design requirements. Covered entities were to be compliant with design and construction requirements and the development of three-year transition plan by March 15, 2012. The deadline for implementation of the three-year transition plan was March 15, 2015.

Funding

According to *Recreation Management* magazine's 2015 State of the Industry Report, survey respondents from parks and recreation departments/districts reporting about their revenues from 2012 through 2014 indicated a continued recovery from the impact of the Recession of 2008. From 2013 to 2014, 44.1 percent of respondents reported that their revenues had either had increased and another 44.1 percent reported revenues staying steady. About 48.7 percent of respondents said they expected revenues to continue to increase in 2015, while 44 percent expected no change.

⁴ U.S. Department of Justice, Americans with Disabilities Act, ADA Home Page, <http://www.ada.gov/>, accessed November 15, 2012.

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IV. Organization and Operations

A. Organizational Assessment

Organizations should be treated as a living being, subject to growth and change. The current organization of the La Porte Parks and Recreation Department was compared to several outside agencies as well as studied internally.

Comparative Operations

Agencies with similar operations provided data to staff for comparisons. While this provides limited data, the summary shown below in **Table 2** highlights some interesting information in operations. A full table with many other comparisons (such as types of programs, staff duties, and diversity of park amenities) is included in **Appendix C**; staff is encouraged to continue to collect this data for future reference information.

Table 2: Agency Comparisons

Agency	La Porte	League City	Baytown	Deer Park	Texas City
Population served	35,039	100,500	75,418	33,000	47,000
O&M Dept. Revenue	\$510,229	\$2,815,13	\$1,300,000	\$1,665,754	\$1,146,431
O&M Dept. Expense	\$4,254,428	\$4,506,881	\$2,970,348	\$6,338,935	\$7,303,655
Dept. Cost Recovery	12%	62%	44%	26%	16%
Acres maintained (excludes open space & contracted)	104	363	744	98	652
Acres maintained (includes open space & contracted=ALL acres)	188	409	776	156	652
FTE* for parks/trails	15.5	22	39	19	18
Acres/FTE (excludes open space & contracted)	7	17	19	5	368
Acres/FTE (ALL acres)	12	19	20	8	36
Contracted maintenance	Yes	Yes	Yes	Yes	No
Contracted programs	18	12	147	25-30	18
FTE for all recreation	15.5	26	4	12	11
Advisory Board	No	Yes	Yes	Yes	Yes

*Full Time Equivalent

Several interesting comparisons can be drawn from this data, keeping in mind that many other factors influence the data for each organization. Briefly:

- La Porte has the lowest cost recovery. While not all agencies ascribe to a formal cost recovery methodology, revenues (dedicated or otherwise) help to offset expenses.
- La Porte has a low acre/FTE maintenance ratio at seven, excluding open space and contracted acres (12 acres/FTE including open space and contracted acres). Noting a national average of approximately 15 acres per FTE,⁵ this would indicate opportunity to improve efficiency. It should be noted that even open space or acres maintained by contract still requires oversight by the Department. Additionally, some responsibilities of the “Special Projects” crew (maintaining playgrounds, fibar mulch, and forestry) are classified as maintenance, along with seasonal staff, thus increasing the FTE assigned and decreasing the ratio of acres/FTE. For comparison purposes, it is possible that other agencies did not report FTEs in the same capacity.
- La Porte utilizes fewer contractors for programs yet maintains an equitable full time staff for comparable sized communities. There may be potential for program growth through contractual or partnership opportunities.
- La Porte is the only agency in this comparison that does not utilize an advisory board for the department. Advisory boards add a level of expertise and accountability, making recommendations directly to City Council.

Mission and Vision

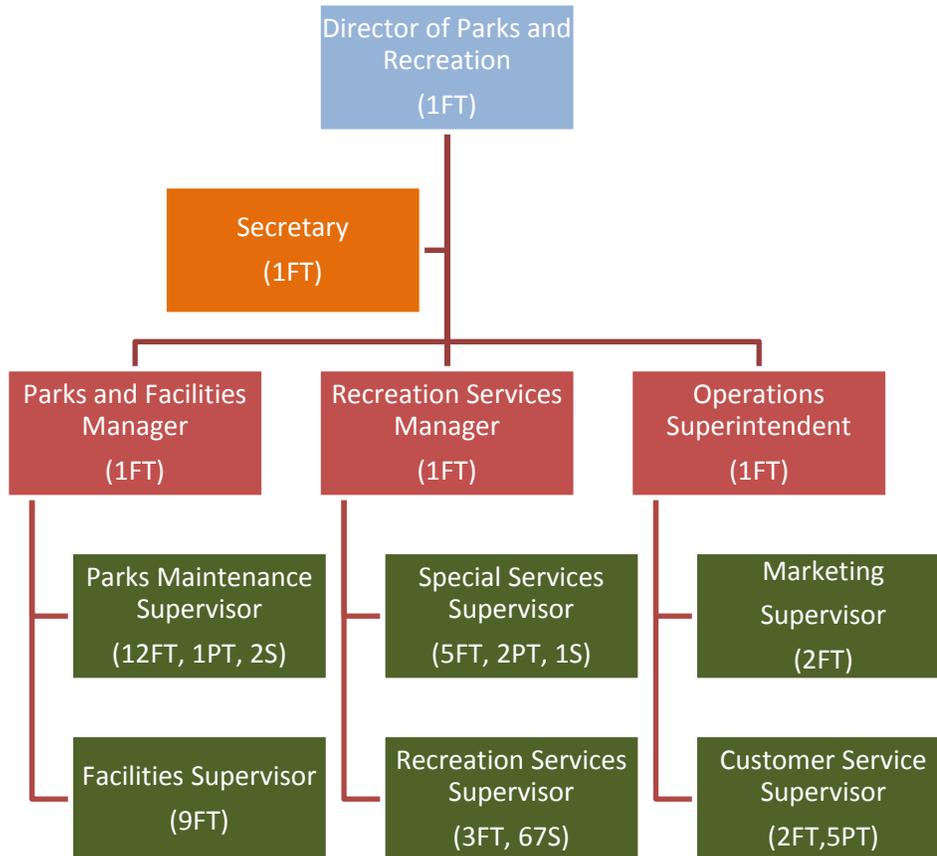
The overall goal of the department is captured in the Mission Statement developed in 1994. A Mission Statement and Vision should be a unifying, focal point for all day-to-day operations to achieve the vision as captured in the SWOT Analysis. Master Plans also provide strategic direction and should be updated on a regular basis to include community needs assessment.

Organizational Structure

La Porte functions under a typical hierarchical organizational chart with an elected Mayor and City Council overseeing an appointed City Manager with several Department Heads (Directors) reporting directly. The Director of Parks and Recreation currently has five direct reports at various levels. Not all positions that share similar titles have comparable responsibilities or reporting authority. Similar functions can be grouped together and shifted to different divisions, such as combining Facility Maintenance with Special Projects and cross training staff to create a bigger pool of qualified staff in specific areas. Additionally, program staff can all fall under “Recreation Programs,” while increasing the “Operations” Superintendent’s role. Operations should include all Customer Service staff (currently customer service and fitness attendants) again to be cross-trained and perform a variety of functions. This allows the staff to be responsible for departmental assets as well as be responsive to caring for municipal assets and related functions. Development of cross-training opportunities typically increases efficiency and offers “multi-tasking” across a diversity of related assignments. Job descriptions should reflect responsibilities and performance measures and should entail accepting applications from qualified individuals for newly defined jobs. A streamlined organizational chart considers these challenges as noted below In **Figure 1**. The full detail chart can be found in **Appendix D**.

⁵ National Park and Recreation Association, Parks and Recreation National Database Report, 2013; page 12.

Figure 1: La Porte Proposed Organizational Overview



Supplementing staff with volunteer opportunities, interns, and part-time or seasonal positions are effective ways to enhance services with minimal financial impact. Adopt-a-Park and Adopt-a-Trail type programs instill a sense of ownership and pride in the community. Service organizations are also likely sources of volunteers.

B. Maintenance Assessment

Level of Service Standards

Level of Service Standards provide clear direction and communication for maintenance expectations, defining who, what, when, where, why, and how. Without such standards and with maintenance of certain athletic fields complicated by use agreements with outside agencies, service levels can fall and increase risk and liability. Assuming control of all maintenance and establishing user fees to fund such undertaking allows for consistency. Mow crews should have the training and flexibility to maintain a diversity of sites and styles.

Creating “pools” of staff that can perform both standard and specialized tasks can increase efficiency. Limiting “upper level” supervision and having a larger group of cross-trained staff can increase productivity. Within each team group, team leaders may exist or emerge to take on more responsibility for task management.

Many organizations find that parks staff, among others, are often called away from a task to respond to the needs of another department or facility. While to a certain extent this might be acceptable, tracking requests, time spent, and outcomes via a work order system can be very beneficial in reporting how or why levels of service might not have been met, or in considering budgetary impacts. Related to this could be the use of a time clock reporting system for reporting accuracy of hours worked. It may be helpful to have an idea of estimated time required to perform key tasks as shown in labor ratio figures developed by NRPA in **Table 3** below. Regarding municipal benchmarks, David N. Ammons⁶ reports that, “Although every municipality may wish to design its own standards to reflect local preferences and conditions, it need not start from scratch.” Such sources provide excellent baseline data.

⁶ Municipal Benchmarks: Assessing Local Performance and Establishing Community Standards, David N. Ammons, 1996.

Table 3: Labor Ratios for Maintenance Activities

Labor Ratios for Selected Parks and Recreation Maintenance Activities	
Task	Labor Hours
Mowing 1 Acre, Flat Medium Terrain at Medium Speed	
20 inch walking	2.80 per acre
24 inch walking	2.20 per acre
30 inch riding	2.00 per acre
72 inch (6 foot) riding	0.35 per acre
Bush hog	0.50 per acre
Trim	
Gas powered (weed-eater)	1.00 per 1,000 linear feet
Planting Grass	
Cut and plant sod by hand (1.5 foot strips)	1.00 per 1,000 square feet
Cut and plant sprigs by hand (not watered)	10.90 per 1,000 linear feet
Seed, by hand	0.50 per 1,000 square feet
Over-seeding, Reconditioning	0.80 per acre
Fertilize Turf	
24 inch: sifter spreader	0.16 per 1,000 square feet
Hand push spreader 36 inch	2.96 per acre
Tractor towed spreader 12 inch	0.43 per acre
Weed Control	
Spraying herbicide w/fence line truck, tank sprayer 2 foot wide (1 inch either side of fence)	0.45 per 1,000 square feet
Leaf Removal	
Hand rake leaves	0.42 per 1,000 square feet
Vacuum 30 inch	0.08 per 1,000 square feet
Planting Trees	
Plant tree 5-6 feet height	0.44 per tree
Plant tree 2-3.5 inch diameter	1.00 per tree
Tree Removal	
Street tree removal	13.00 per tree
Street tree stump removal	3.50 per tree
Park tree removal	5.00 per tree
Park tree stump removal	2.00 per tree

Aging Infrastructure, Equipment, and ADA

Dealing with aging infrastructure is a two-fold concern. First, the Americans with Disabilities Act required agencies to develop a Transition Plan by 2012 for providing access to recreational amenities. Transition Plans include the strategy for replacing non-accessible equipment as useful lifespan is realized. Secondly, knowing estimated lifecycles of equipment and infrastructure allows for reasonable planning for replacement.

Equally as important as having proper equipment to complete job assignments is correctly maintaining and storing such equipment. Protecting equipment from weather and salt erosion is imperative. Safety should be a regular component of staff training and evaluation. Many “accidents” are preventable with proper ongoing safety information and emphasis as part of the culture of the organization.

V. Program Delivery

A. Communications and Marketing Assessment

Communicating a department’s mission and visions provides a message to the community that correlates to services and amenities. Utilizing the message on print and electronic media is helpful. Equally important is visibility of the same in facilities.

Marketing Plans typically identify branding to be utilized in the form of consistent messaging and logo on materials and in facilities. Plans can vary; a simple outline is included in **Figure 2**.⁷

Figure 2: Simple Marketing Plan Structure

Developing a Strategic Marketing Plan



A Marketing Plan also should include identifying locations for communicating the message and identifying a presence for the department in other local facilities, such as City Hall, Library, clinics, etc. as well as affiliations with alternative service providers.

⁷ Packebush, Dylan, CPRP, MBA, GreenPlay LLC; A Marketing Plan in Six Steps, 2016

B. Program Delivery and Customer Service Assessment

La Porte maintains several recreation facilities:

- Fitness/Recreation Center
- Norman Malone Senior Center
- SPORT – Gymnasium & Special Programs Center
- 4 Community Centers (Charles Walker, Brookglen, Evelyn Kennedy, and Jennie Riley)
- 4 swimming pools (Fairmont, Wave Pool, Northwest, and San Jacinto)
- 3 Splash pads (Brookglen, Martin Luther King, Fairmont)

These facilities offer good diversity of programs for a variety of ages, interests, and abilities. Participation rates have increased in some key areas, and facility use is near maximum capacity, while other program areas have declined significantly. Evaluation of program participation and facility use is imperative to justify expenditures. Simple reporting methods help upper level administration and elected officials understand the implications. Eliminating or partnering on programs, or even combining program elements (such as replacing underutilized outdoor pools with splash pads or offering before after school care at local elementary schools vs. community centers) are also effective tools for providing efficient program delivery. The same is true for staff functions, such as consistency in customer service attendants across all facilities and at rentals.

Effective program delivery is often a mixture of services that are delivered by staff, contract, and partnerships with outside agencies. The local school district is a logical partner; many communities develop joint use agreements for community amenities that have been supported by the same tax payers. Youth athletic leagues are also a viable alternative for providing programs to this age group, and typically support the provision of fields and amenities by paying field rental/user fees and contributing to scheduled capital needs. Additionally, staff liaisons with the boards/decision makers of such outside user groups helps create positive relationships and seamless service provision. Many other alternative service providers offer opportunities for program expansion through contracts or partnerships.

Overall, policy and procedure manuals provide specific day-to-day operational “instructions,” and are helpful for training and empowering staff. Manuals also are great customer service tools, but ongoing training and clear communication needs to be a cultural value. In addition to policies and procedures, targets for facility and program attendance should reflect financial and social goals and be strategically addressed in a Marketing Plan, as previously mentioned.

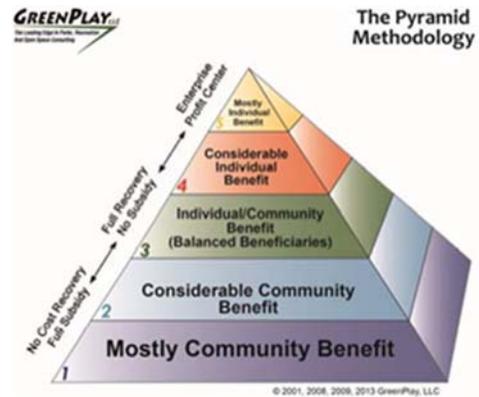
VI. Financial Opportunities

A. Pyramid Methodology

The creation of a cost recovery and subsidy allocation philosophy and policy is a key component to maintaining an agency’s financial control, equitably pricing offerings, and helping to identify core services including programs and facilities. As operational costs continue to increase, revenues must increase at a higher rate in order to maintain current cost recovery, if that is the desire. An established cost recovery policy will help to allocate appropriate resources and charge appropriate fees for services to meet cost recovery targets. A beneficial summary of the pyramid methodology developed by GreenPlay, LLC, is illustrated here and with more detail in **Appendix E**.

The development of a financial resource allocation philosophy and policy is built upon a very logical foundation, based upon the theory that those who benefit from parks and recreation services ultimately pay for services, and it is guided by public opinion. Further analysis of cost recovery and resource allocation would help to guide long-term development and operations decisions for La Porte.

The full Pyramid Methodology can be presented to staff in a focused workshop upon further request.



B. Traditional Funding

La Porte Parks and Recreation Department is funded through a variety of typical methods including general fund subsidy and fees/charges for various services and facilities. A Summary of revenues and expenditures is provided in **Table 4** below.

Table 4: Revenues and Expenditures

Revenues	\$510,229
Expenditures	\$4,254,428
Net	\$3,744,199
Cost Recovery	12%

La Porte adopts an annual budget. While some long range planning occurs via life expectancy of playgrounds, this practice has not been expanded to other amenities. Doing so could allow for development of a projected Capital Improvement Program (CIP); three to five years is desirable for anticipating needs and the ability to seek appropriate funding, either traditional or alternative.

C. Alternative Funding

Alternative funding might be considered for operational changes and capital in the future or for key projects. There are a variety of mechanisms that local governments can employ to provide services and to make public improvements. Dedicated parks and recreation operating and capital development funding can come from conventional sources such as sales, use, and property tax referenda voted upon by the community, along with developer exactions. Operating funds are typically capped by legislation; may fluctuate based on the economy, public spending, or assessed valuation; and may not always keep up with inflationary factors. In the case of capital development, “borrowed funds” sunset with the completion of loan repayment and are not available to carry-over or re-invest without voter approval. Some strategies are currently in use to some extent, and others are likely to be considered as noted below.

La Porte Administrative staff reviewed a variety of funding mechanisms that they currently or could easily utilize. Some areas of note to pursue include:

- Inter-local agreements
- Sponsorships
- Philanthropic opportunities

Staff also identified areas the city definitely would consider. Some areas of note to pursue include:

- Development fee impacts
- Privatization
- Partnerships
- Bulk purchasing
- Sustainable practices

Adopting policies and practices in these areas will facilitate pursuit. The full Funding inventory was completed in a separate document.

VII. Recommendations and Implementation Strategies

A. Recommendations and Action Plan

Summary

These recommendations are consistent with and support the Mission Statement. They are summarized here, and detailed in the Action Plan.

Goal 1: Enhance overall organizational efficiency

Objective 1.1: *Provide focus and direction for staff*

Although current leadership has been in place for a couple of years, previous leadership had been in place for a long time. Staff could benefit from leadership defining a focus and vision to meet community needs and a strategy to address long range planning, including updating the departmental Master Plan.

Objective 1.2: *Create streamlined organizational structure*

Organizational structure has some repetitive functions that could be combined and staff cross-trained for more efficient operations and scheduling. This entails creating three divisions: Parks and Facility Maintenance, Recreation Programs, and Operations. Additionally, some individual task groups are recommended to be moved to other divisions.

Objective 1.3: *Staff jobs appropriately*

Developing, revising, and updating job descriptions to match the organizational chart is imperative. This goes along with reviewing classification on the pay scale, recruitment and placement of qualified staff, and communicating expectations for accountability.

Objective 1.4: *Communicate “cultural” expectations*

Safety in operations and equipment maintenance/use should be a cultural expectation and clearly communicated through training and accountability. Once job descriptions with appropriate performance standards are in place, and the positions are appropriately staffed, measurements to meet those performance standards need to be consistently evaluated. Meeting standards should be rewarded through an existing or enhanced employee recognition program. Developing Policy and Procedure manuals not only assists in training but also helps empower staff.

Objective 1.5: *Utilize reporting tools for communication*

Tracking systems for work orders/requests would be helpful in determining impact on operations, as well as response, time and outcomes. Elected officials and administration can be kept informed with a variety of reports concerning program and facility measurements as it relates to performance measurements. While currently work orders and time are tracked in Excel, a variety of specialized programs may ease reporting and tracking and assure accuracy.

Objective 1.6: *Utilize Advisory Boards and Task Forces*

The Department has a history of utilizing task forces to help provide feedback and problem solve; this effort should continue as need arises. An Advisory Board can both assist the Department staff with advocacy and communication, as well as assist the City Council by having the time and expertise to engage more thoroughly in day to day operations.

Goal 2: Enhance maintenance of facilities and amenities

Objective 2.1: *Adopt Level of Service Standards*

The Department should compile and adopt detailed Level of Service Standards that define maintenance tasks at each site, who performs them, how the work is to be performed, time of year/month/day the work should be completed, and time required to perform such tasks. Continued benchmarking can assist with determining time and strategy. Outcomes should be clearly defined. Not only does this allow for communication of expectations, it serves as a great training tool.

Objective 2.2: *Protect assets*

Equipment is stored outside and subject to sun, rain, and salt influence, thus increasing maintenance or decreasing the life expectancy. Staff has done a great job developing a replacement schedule for playground equipment. This effort should be expanded to include other site amenities such as benches, tables, shelters, courts, etc. In some facilities, declining attendance may override the feasibility of such assets and should be evaluated, along with the separation or combining of key features.

Objective 2.3: *Enhance maintenance practices*

A variety of volunteer programs can help supplement maintenance practices in key areas. In some facilities, declining attendance may override the feasibility of such assets and should be evaluated, along with the separation or combining of key features. Developing joint use agreements with outside agencies can provide access to more amenities. Additionally, existing use agreements should be evaluated for effectiveness in maintenance of municipal assets. Cross training and creating overlapping schedules (flex scheduling) can provide for a pool of employees to utilize in multiple sites.

Objective 2.4: *Seek compliance with ADA Standards*

The Department is required to have an ADA Transition Plan in place and needs to complete this task.

Objective 2.5: *Seek energy efficient operations*

Conduct energy audits and adopt stewardship principles or green practices, including recycling and green purchasing policies.

Goal 3: Enhance program delivery and customer service

Objective 3.1: *Enhance program capacity and diversity*

Establishing attendance targets provides a measurement for evaluation. Use of contractual instructors and Partnerships allows for program expansion without increasing staff. As evidenced by low attendance at After-School programs at some Community Centers, these programs might be better served at the local elementary schools. As previously mentioned, a Needs Assessment would assist staff in considering additional programs.

Objective 3.2: *Increase efficiency of special events*

A formal process should be utilized for considering and approving special events. Partnerships provide opportunities for additional events with limited impact on staff.

Objective 3.3: *Increase efficiency of customer service staff*

All customer service staff, fitness attendants, and caretakers perform some similar functions. Cross-training and creating overlapping schedules (flex scheduling) can provide for a pool of employees to utilize in multiple sites.

Goal 4: Enhance financial sustainability

Objective 4.1: Develop policies that contribute to cost recovery

Cost Recovery should be a community-driven initiative reflecting community values. Not only does this provide a framework for discussion of program fees, it invites the public to learn more about the Department. Scholarship programs can assist those in need. Sponsorship and Partnership opportunities, under approved policies also provide great funding potential (or program/amenities). A variety of alternative funding can also supplement revenue.

Objective 4.2: Ensure that fees and charges meet goals

Fees are simply the end result of a Cost Recovery Philosophy, and should be evaluated annually to ensure that goals are being met. Rental rates should be evaluated for market comparisons.

Objective 4.3: Maximize user agreements and IGAs

Outside user groups should be invested in the assets they utilize via user fees (rental) and contributions to CIP related projects. Along with this effort, the ability to plan ahead for CIP related projects is imperative.

B. Action Plan

The following Goals are drawn from public input, inventory, level of service analysis, findings feedback, and information gathered during the planning process with a primary focus on improving operations. Costs associated with implementation are dependent on the extent of the enhancements and improvements determined and final design.

Timeframe to complete is designated as:

- Short-term (up to 1 years)
- Mid-term (1-2 years)
- Long-term (2-4 years)

These goals should be reviewed on an annual basis in conjunction with the budget process to eliminate completed items, update priorities and costs, and change time frames as required.

Goal 1: Enhance overall organizational efficiency

Objective 1.1: Provide focus and direction for staff	
Actions	Timeframe to Complete
1.1.a Review Mission Statement and utilize as motivational tool.	Short-Term
1.1.b Conduct a Needs Assessment survey to determine community expectations (in conjunction with Master Plan).	Mid-Term
1.1.c Update and adopt Master Plan with implementation strategies.	Mid-Term
Objective 1.2: Create streamlined organizational structure	
Actions	Timeframe to Complete
1.2.a Combine youth, adult, seniors, fitness, athletics, aquatics, and therapeutic into one Recreation Division.	Short-Term

1.2.b Combine special projects team with facilities maintenance, cross- train	Short-Term
1.2.c Create Organizational Superintendent; move marketing functions and all customer service/building attendants, cross-train.	Short-Term
1.2.d Move departmental administrative support (secretary) to Director report.	Short-term
Objective 1.3: Staff jobs appropriately	
Actions	Timeframe to Complete
1.3.a Develop or revise job descriptions to reflect revised organizational structure.	Short-Term
1.3.b Develop performance measurements to correlate with job descriptions.	Short- Term
1.3.c Communicate with staff to present culture of accountability.	Short-Term
Objective 1.4: Communicate "cultural" expectations	
Actions	Timeframe to Complete
1.4.a Develop safety training program, include goals and outcome.	Short-Term
1.4.b Utilize Employee Recognition Program to reinforce positive behaviors.	Short-Term
1.4.c Provide access to information for all staff (PT email addresses; shared computers)	Short-Term
1.4.d Develop policy and procedure manuals for staff training and empowerment.	Short-Term
Objective 1.5: Utilize reporting tools for communication	
Actions	Timeframe to Complete
1.5.a Implement work order tracking system for accountability.	Short-Term
1.5.b Develop and utilize other reporting tools to keep upper level administration and elected official informed.	Short-Term
1.5.c Consider use of a time clock or other accurate tracking of time worked.	Short-Term
Objective 1.6: Utilize Advisory Boards and Task Forces	
Actions	Timeframe to Complete
1.6.a Consider Advisory Board development.	Mid-Term
1.6.b Continue to utilize Task Forces for specific needs.	On-Going
Objective 1.7: Increase visibility of department	
Actions	Timeframe to Complete
1.7.a Develop a Marketing Plan for programs and facilities.	Mid-Term
1.7.b Provide departmental information in other key facilities (City Hall, Library).	Short-Term
1.6.c Develop relationships with key local media for marketing (print, radio, Chamber, etc.).	Short-Term
1.6.d Assign staff liaisons to outside user groups to increase communication and expectations.	Short-Term

Goal 2: Enhance maintenance of facilities and amenities

Objective 2.1: Implement Level of Service Standards	
Actions	Timeframe to Complete
2.1.a Review and collect targeted benchmark comparisons and best management practices, including utilizing data available from the National Recreation and Park Association.	Short-Term
2.1.b Develop and adopt level of service standards for park operations reflective of risk/concerns.	Mid-Term
Objective 2.2: Protect assets	
Actions	Timeframe to Complete
2.2.a Explore opportunities for indoor storage of key equipment.	Long-Term
2.2.b Develop asset inventory/replacement schedule.	Mid-Term
2.2.c Evaluate replacement of low attendance pools with spray parks.	Long-Term
2.2.d Evaluate combination of key features (spray parks/pools) to avoid eliminating admission fees.	Long-Term
2.2.e Evaluate facilities with low attendance/use and consider eliminating/consolidating (i.e. pools and spray parks).	Long-Term
Objective 2.3: Enhance maintenance practices	
Actions	Timeframe to Complete
2.3.a Consider developing volunteer programs to assist with minor maintenance functions (Adopt-a-Park, Adopt-a-Trail).	Long-Term
2.3.b Evaluate dual facilities to avoid duplication and to avoid eliminating revenue sources (i.e. pools typically have fee; spray parks typically do not have fee – consider fencing and pass/wrist bands for fee paid).	Long-Term
2.3.c Foster relationship with outside agencies to develop joint use agreements (i.e. LPISD, Rodeo Association).	Mid-Term
2.3.d Evaluate maintenance agreements with outside agencies (youth athletics); review annually.	Short –Term
2.3.e Evaluate contract maintenance for standards; use in areas with standard practices (medians, beautification, trails, ROW).	Short –Term
Objective 2.4: Seek compliance with ADA Standards	
Actions	Timeframe to Complete
2.4.a Develop and adopt ADA Transition Plan to address accessibility.	Short –Term
Objective 2.5: Seek energy efficient operations	
Actions	Timeframe to Complete
2.5.a Conduct and energy audit of facilities.	Short –Term
2.5.b Adopt stewardship/green practices and purchasing policies.	

2.5.c Implement or enhance recycling at all municipal facilities, including facilities with full public access; conduct media education relative to same.	
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Goal 3: Enhance program delivery and customer service

Objective 3.1: Enhance program capacity and diversity	
Actions	Timeframe to Complete
3.1.a Establish attendance targets for programs and facility use, based on cost and capacity.	Short-Term
3.1.b Evaluate additional programs and contract instructor use.	Mid-Term
3.1.c Pursue program Partnerships (with new policy as needed) with alternative providers.	Mid-Term
3.1.d Pursue partnership with LPISD for after school programming (vs low attendance at Community Centers).	Mid-Term
3.1.e Determine Needs Assessment before adding additional programming (Kid's Zone, outdoor rec, etc.)	Short-Term
Objective 3.2: Increase efficiency of special events	
Actions	Timeframe to Complete
3.2.a Develop guidelines for all events; approval process.	Long-Term
3.2.b Pursue event Partnerships (with new policy as needed) with outside agencies.	Mid-Term
Objective 3.3: Increase efficiency of customer service staff	
Actions	Timeframe to Complete
3.3.a Develop Customer service job description to include multifunction/facility responsibility.	Short-Term
3.3.b Train customer service staff for all centers.	Short-Term
3.3.c Include PT Caretakers in Customer Service staff.	Short-Term
3.3.d Include Fitness Attendants I Customer Service staff.	Short-Term

Goal 4: Enhance financial sustainability

Objective 4.1: Develop policies that contribute to cost recovery	
Actions	Timeframe to Complete
4.1.a Develop and adopt Partnership Policy.	Short-Term
4.1.b Develop and adopt Sponsorship Policy.	Mid-Term
4.1.c Develop and adopt Cost Recovery Policy.	Short-Term
4.1.d Develop and adopt Scholarship Policy.	Mid-Term
4.1.e Consider and pursue alternative funding strategies as identified.	Short-Term

Objective 4.2: <i>Ensure that fees and charges meet goals</i>	
Actions	Timeframe to Complete
4.2.a Review admission/program fees periodically for cost recovery targets.	Mid-Term
4.2.b Complete market analysis of rental rates; adjust as needed.	Short-Term
Objective 4.3 <i>Maximize user agreements and IGA's</i>	
Actions	Timeframe to Complete
4.3.a Review youth athletic field use agreements and implement field rental fee.	Short-Term
4.3.b Review youth athletic field use agreements and implement CIP reserve contribution.	Short-Term
4.3.c Establish use/permit fee with Rodeo Association.	Short-Term
4.3.d Develop estimated 5 year CIP plan.	Mid-Term

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Appendix A – SWOT Analysis

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SWOT Analysis Results

September 12, 2016





City of La Porte Parks and Recreation Mission Statement

To provide and manage superior parks and recreational facilities, innovative programs and services that will provide our customers with pleasure and enrichment.

(from 1994)

SWOT Analysis

Current condition

Internal
Influences

Strengths →

positioned for preservation or advancement – core competencies

Weaknesses →

may provide negative impacts, or are detrimental or harmful

External or
Environmental
Influences

Opportunities →

opportunity for enhancement or development

Threats →

challenge provided by unfavorable trend, event, or development

Performance Matrix

Major Weakness/High Importance

- Staffing
- Enforcing policies and procedures
- Maintenance/storage of equipment
- IT process/procedures
- Community center participation
- Cost Recovery
- Sponsorship Policy
- LOS Standards lacking
- Sport Assoc field maintenance
- Contracted services (maintenance

- Participation targets/goals for Recreation/Fitness Center
- Lack of contractual staff
- Youth/Adult athletics
- Parks staff called to assist other departments

Minor Weakness

WEAKNESSES

Major Strength/High Importance

- Leadership (decisive, informative)
- Teamwork
- Customer Service
- Variety of amenities
- Creative events
- Program diversity
- Diverse staff
- Maintenance of parks/trails

- Communication of prioritized goals
- Passionate staff
- Accountability for tasks
- Job knowledge
- Safety
- Caretaker positions
- Facility maintenance

Minor Strength

STRENGTHS

I
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E



Opportunity Matrix

Highly Attractive/ Low Probability of Success

- Additional recreation center
- Event/conference center
- Accessible playground
- Aquatics upgrades/renovations
- Natatorium
- Sport Assoc collaborations
- In house fitness staff
- LPISD IGA's
- Special projects group
- PR Advisory Board
- Kidz Zone at Fitness Center
- Developing program and event standards
- Adding programs and amenities (boating, disc golf, paddleboarding, sand VB etc.)

Highly Attractive/ High Probability of Success

- Complete trail connections
- Analyze organizational structure
- Developing policy/procedure manuals

Lower Attractiveness/Low Probability of Success

Lower Attractiveness/ High Probability of Success

LOW

PROBABILITY OF SUCCESS

HIGH

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Threat Matrix

Highly Serious/Low Probability of Occurrence

- Economic factors
- Budget constraints

Highly Serious/High Probability of Occurrence

- Environmental issues
- Closing community centers
- Alternative providers
- Contract maintenance

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Low Seriousness/Low Probability of Occurrence

Low Seriousness/High Probability of Occurrence

LOW

PROBABILITY OF OCCURRENCE

HIGH

Appendix B – Key Issues Matrix

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Key Issues Analysis Matrix

2016 Data Source	Qualitative Data						Consultant's Analysis and Professional Expertise
 Key Issue - Rating Scale a - priority issue address immediate/short term b - lesser issue for longer term or improve/expand c - minor or future issue blank means the issue didn't come up or wasn't addressed	Planning Documents	Consultant Team	Stakeholders	SWOT		Benchmarking	Best Practice or Possible Solutions
	Organizational						
Lack of Vision	a	a	b				Review Department Mission; develop Vision and consider strategic initiatives relative to master plan
Finding/retaining adequate staff		a	a	a			Evaluate pay structure; audits of job descriptions vs work performed
Marketing and Office staff	b	b		a			Consider organizational structure for efficiency; Operations Superintendent per recommended Org Chart
Recreation and Special populations staff	b	b		a			Consider organizational structure for efficiency; per recommended Org Chart
Marketing programs/events/amenities	a	a	a				Develop Marketing Plan; Use apps and develop relationships to tell dept. story and share opportunities (brochures at CH)
Parks and Recreation Advisory Board lacking		b		b			Explore feasibility of board for oversight and support
Working supervisors/job knowledge/training/delegation		a	b	b			Develop job sharing and training opportunities; utilize existing staff to develop "training/operations" manuals
Performance Measures/Accountability		a	a	a			Implement performance measures for each job - identify key tasks and processes
Don't know public demand (survey)		a					Conduct Needs Assessment and Attitude Survey (could be part of Master Plan Update)
Update Master Plan	a	a		a			Master Plan life cycle is 5-10 years max; schedule for updating
Safety (preventable accidents)		a	a				Training, safety workshops, rewards
Employee recognition		b	b				Implement rewards for initiative, action, customer service, above and beyond
Develop policy/procedure manuals		a		b			Work towards consistent formatting for manuals
Special Projects		b		a			Develop work order tracking system; possible team for efficiency
Youth Athletics	a	a		b			Assign staff liaisons to outside user groups; establish reporting policies
IT policies and procedures				b			Communicate policies and procedures; develop access protocol for PT staff
Reporting		a	a				Develop reports and performance measures that reflect accountability
Maintenance Facilities and Amenities							
Equipment (storage)	a	a		a			Some equipment needs indoor storage to protect from weather, salt
Staffing levels	a	b	b	a			Utilize benchmarking, performance measurements to staff for adopted LOS levels
ADA access	a	a					Develop and adopt Transition Plan
Aging infrastructure		b	c	a			Playground replacement in place; develop life expectancy for other amenities (shelters, picnic tables, benches, trash cans)
Lack of LOS Standards		a	a	a			Adopt standards for maintenance (who, what, when, where, how)
Replacing or combining amenities		b	b				Evaluate attendance, use and maintenance of existing amenities and consider replacing / combining (i.e. spayparks and pools)
Lack of collaboration with LPISD		a		a			Develop relationship with SD and establish joint use agreements; Rodeo Assoc
Specialized amenities		b					Consider boat launch, disc golf, sand VB courts, adult softball fields, nature trails, etc.
Adopt a Park/Trail/etc.	a	a		c			Implement various volunteer programs to assist with maintenance and foster ownership

Key Issues Analysis Matrix

 Key Issue - Rating Scale a - priority issue address immediate/short term b - lesser issue for longer term or improve/expand c - minor or future issue blank means the issue didn't come up or wasn't addressed	Planning Documents	Consultant Team	Stakeholders	SWOT	Benchmarking	Best Practice or Possible Solutions
Program Delivery and Customer Service						
No facility admissions goals	a	a		a		Establish admission/attendance goals and develop strategies to achieve them; scholarships or partnerships where needed
Program diversity		b	b			Utilize contract instructors to build diversity of programming
Cost Recovery/Scholarship	a	a	b	a		Establish cost recovery philosophy/policy (communicate with public)
Alternative providers			c	b		Consider partnerships where appropriate
Before/After School @ Community Centers	a	a		b		Pursue partnerships with LPIISD; potential programs at school sites vs Community Centers
Special Events				a		Develop process for recruiting and approving events in partnership/collaboration with outside agencies
Family programming at Fitness Center				c		Evaluate need for Kidz Zone
Special programs				a		Conduct Needs Assessment and Attitude Survey to determine interest in kayaking, paddleboarding, nature clubs, hikes
Evaluate Caretakers/On call to control OT			b	b	a	Consider organizational structure for efficiency; expand job descriptions
Financial						
Sponsorship policy			a			Develop and adopt policy
Partnership policy			a			Develop and adopt policy
Cost Recovery policy			b			Develop and adopt policy
Scholarship Policy			b			Develop and adopt policy
Youth Athletics / Use agreements	b					Review and revise use agreements for revenue, CIP, maintenance
Alternative funding strategies			a			Review and consider alternative funding strategies for amenities
Rodeo Arena			b		b	Work with Rodeo Assoc to establish membership or permit system (fee)
Facility rentals	a		a			Evaluate market rates
Adding new amenities			b	c	b	Develop 5 year CIP plan

Appendix C – Benchmarking Comparisons

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Questions	La Porte	League City	Baytown	Deer Park	Texas City
Total population served	33,800	100,500	75418 (2013)	33,000	47,000
Indicate year: (xxxx) of latest complete O&M budget year info used below	Fiscal Year 2015	2015	2015-2016	2014-2015	Fiscal Year 2015-16
Tell us about your parks....					
Acres of developed parks maintained	188	409	776	156	652
Acres of open space (natural area) maintained	16	230	493	138	389
Miles of trail maintained	13	10	14.6 Miles	4	17.6 MILES
How many acres are contracted out, if any?	84	46	32	58	0
What unique amenities do you offer?	Dog Park, Wave Pool, 3 Splash Parks, Fishing Pier, 13 miles of trails, 10 field Baseball Complex, 4 field Softball Complex, Historic Train Depot, Rodeo Arena	Paddle Trail on Clear Creek (Canoe/Kayak Launches) and a WaterSmart Park	Dog Park, Disc Golf Course, Pirates Bay Waterpark, Calypso Cove water Park, 5 Splash Parks, almost 15 miles of trails in parks and open space, 51 parks	Splash Pad, Bocce Court, Sand VB Courts, Theatre Shows and Operation	BIKING/WALKING TRAILS, FRISBEE DISC GOLFCOURSE, DOG PARK, SKATEPARK, BIRDING TRAIL, FAMILY AQUATIC CENTER, BEACH AREA, SHOOTING RANGE, SKEET & TRAP FIELD, GOLF COURSE,
Do you have a Parks Board/Advisory Board?	No	YES	Parks Advisory Board	YES	YES, Advisory Board
Acres excluding contracted and excluding open space	88	133	251	-40	263
Acres less excluding contracted and including open space	104	363	744	98	652
Acres/Maintenance staff FTE excluding contracted and open space	6	6	6	-2	15
Acres/Maintenance staff FTE ALL acres	12	19	20	8	36
Acres/Maintenance staff FTE including open space	7	17	19	5	36
Tell us about your facilities....					
What indoor facilities do you offer the public?	Recreation & Fitness Center, Senior Center, SPORT Center (TR), Evelyn Kennedy Community Center, Jennie Riley Community Center, Brookglen Community Center, Historic Train Depot, Original City Hall	Recreation Center and Civic Center with gyms and multi-purpose rooms	Community Center, 2 Pavilions in 2 different parks, Wetlands Center, Baytown Nature Center Visitors Center	Gym, Meeting Rooms, Weight Rooms, Racquetball,	Nessler Civic Center, Charles T. Doyle Convnetion Center; Carver Community Center; Carver Pavilion; Sanders/Vicnent Center; Showboat Pavilion; Heights Gym; Texas City Museum; Lowry Fitness Center; Matthew T. Doyle Nataorium; Texas City Shooting Range

What outdoor facilities do you offer the public?	22 Parks, Baseball Complex, Softball Complex, Soccer Complex, Wave Pool, 3 Community Pools, tennis courts, basketball courts, restrooms, rodeo arena	Pavilions and Parks with baseball, softball, soccer fields, etc.	www.baytown.org/city-hall/departments/parks-recreation/parks/table-list	Athletic Fields, Golf Course, Pavilions, Restrooms, Bocce Court, Tennis	Bay Street Park Shelters, Gazebo, Amphitheater; Nessler Park Rotary Pavilion; First Lady Pavilion; Carlos Garza Sports Complex
What facilities are available for rent?	3 Community Centers, Original City Hall, baseball fields, soccer fields, pools	https://tx-leaguecity4.civicplus.com/Ind ex.aspx?NID=760	https://register.parksreconline.com/wbwc/baytown.wsc/w bsplash.html?wbp=1	Meeting Rooms, Athletic Field, Pavilions, Sand VB Court	Nessler Civic Center, Charles T. Doyle Convnetion Center; Carver Community Center; Carver Pavilion; Sanders/Vicnent Center; Showboat Pavilion; Bay Street Park Shelters, Gazebo, Amphitheater; Nessler Park Rotary Pavilion; First Lady Pavilion; Carlos Garza Sports Complex; Carver, Lowry, Heights and Sanders Gyms, Nessler Park Family Aquatic Center
What are the rental fees? Please provide a rental brochure or link if applicable.	http://www.laportetx.gov/DocumentCenter/View/1168 http://www.laportetx.gov/DocumentCenter/View/503 http://www.laportetx.gov/DocumentCenter/View/536	http://leaguecity.com/DocumentCenter/View/12125	https://register.parksreconline.com/wbwc/baytown.wsc/w bsplash.html?wbp=1	Please See Attached	http://www.texas-city-tx.org/page/rec.reservations
Do you have satellite recreation/community centers?	Yes	NO	NO	Mutual Agreement with DPIISD Use Their facilities	Yes, Carver Community Center; Sanders/Vincent Center; Heights Gym 61,422 sq. ft. Note: Includes Fitness Center, Natatorium, Heated Pool 2 Basketball Courts
If you have a fitness center, how many square feet is it?	Yes 22,500 sq ft	N/A	0	No	Courts
If you have a fitness center, approximately how many members do you have on a daily basis?	3,000	N/A	0	NA	500-600
Tell us about your programs...					
What are the overall agency expenses for all Programs?	\$ 13,800.00	\$ 1,380,334.00	\$ 7,725.00	\$ 6,338,935.00	\$ 921,431.00
What are the overall agency revenues for all Programs?	\$ 36,753.86	\$ 750,000.00	\$ 36,000.00	\$ 1,191,754.00	\$ -

What is the overall agency percentage of cost recovery for all Programs?	Haven't tracked cost recovery; no expectation at this time - 266% based off numbers above not including staff wages & utilities	54%		18%	
How many contract programs do you have?	18	12	147	25-30 Programs	Yes, 18 Various Types of Classes
Do you offer aerobics classes in house?	Yes, senior water aerobics HOT events - 5 Operational Budget events - 8	YES	no	No	Yes, Silver Sneakers, Zumba, Aqua Fitness/Pilates, Body Toning, Body Blasting, Kickboxing, Spin Aerobics, Lunch Time Fitness
How many special events do you offer each year?		14	54 + Sport leagues	5 Large Special Events%	Approx. 13
Do you offer cultural arts programs? If so, what type?	No	YES; water color classes and ballroom dancing	yes, Music classes for toddlers and children in elementary school. Annual art show for children, youth and adults. Hobby Photography Club for all skill levels. Art Exhibition and Sale Art Fest every first Friday	Theater Performances	Yes, 1
Do you offer outdoor programs? If so, what type?	yes, archery, sports leagues, paddle boarding, partnerships with CCA fishing groups	YES; soccer, baseball, flag football, softball, wellness walk, national trails day	Adult sport leagues that include 340 teams yearly	Archery Camp, Texas Outdoor Family Event, Canoe Trips,	Yes, A KID FISH Catch & Release program
Do you offer aquatic programs outside of daily facility operations? (swim lessons, water aerobic, kayaking, etc.)	yes, swim lessons, private lessons, water aerobics	YES; swim lessons, private lessons, water aerobics	We offer swim lessons at \$40 per student and teach 300 students per year.	Swim Lessons, Private Lessons, Aqua Zumba, Lap Swimming, Rentals	Pre-school/Level 1,2, and 3/ Adult swim lessons. Summer and Year round swim teams. Water Aerobic and Pilates.

https://issuu.com/cityoflaporte/docs/oct_nov_dec_newsletter_prd

https://issuu.com/leaguecity/docs/2016_fall_brochure

We offer a variety of classes and events for children, youth and adults. For program information please go to www.baytown.org/programs. Our current community events are listed under Activities & Events on www.baytown.org.

www.deerparktx.gov/parksanddrec

http://www.texas-city-tx.org/page/rec.rec_centers

What type of programs do you offer at recreation/community centers? Please provide brochure or link.

Tell us about your staffing levels...

How many staff (FTE) are dedicated to parks, trails, forestry and open space maintenance (do not include golf)?	15.50	22.00	39.00	19.00	18.00
How many staff (FTE) are dedicated to recreation programs?	5.00	25.00	3.00	7.00	6.00
How many staff (FTE) are dedicated to senior programs?	2.50	1.00	1.00	2.00	2.00
How many staff (FTE) are dedicated to therapeutic service programs?	3.50	N/A	0.00	0.00	0.00
How many staff (FTE) are dedicated to the fitness center?	4.50	N/A	0.00	3.00	3.00

39=36FT, 7PT

Tell us about revenue allocated for the department... (do not include capital)

Is any amount dedicated tax revenue? (sales or property strictly for parks/recreation)	\$	-	\$	2,065,163.00	NO	\$20 Million (7 projects) Type B Sales Tax passed in May of 2015, after funds are collected tax goes away	\$	-	
What amount is other tax revenue? (such as general fund)	\$	-	\$	750,000.00	\$	-		Note: Property Tax are not strictly for Parks	
What amount is grants? (will be deducted out of the total)		\$46,427 (Senior Food Program)	\$	-	\$	-	\$	25,000.00	
What amount is contributions or donations? (will be deducted out of the total)	\$	-	\$	-	\$	-	\$	200,000.00	
What amount of Conservation Trust Fund (CTF) is used for operations and maintenance (if any)?	\$	-	\$	-	\$	-		n/a	
Please indicate if you have any other type of revenue: _____		\$463,803 (rentals, programs, memberships, fees, etc.)	\$	-	\$1,300,000 (Municipal Utility Fund)	\$	1,665,754.00	\$ 921,431.00	
TOTAL O&M REVENUE BUDGET	\$	510,229.00	\$	2,815,163.00	\$	1,300,000.00	\$	1,665,754.00	\$ 1,146,431.00

Tell us about expenses are allocated for the department...

What is your total O&M expense budget? (parks, recreation, trails, forestry, etc. NOT GOLF)	\$	4,254,428.00	\$	4,506,881.00	\$	2,970,348.00	\$	6,338,935.00	\$	6,831,987.00
Is any of this CIP related? If so, how much? (will be deducted out of the total)	\$	-	\$	-	\$	-	\$	-	\$	471,668.00
What amount of this is allocated in some way other than O&M? (will be deducted out of the total)	\$	-	\$	-	\$	-	\$	-		n/a
TOTAL O&M EXPENSE BUDGET	\$	4,254,428.00	\$	4,506,881.00	\$	2,970,348.00	\$	6,338,935.00	\$	7,303,655.00
Overall agency cost recovery (Revenues/Expenses...will self calculate)		12%		62%		44%		26%		16%

Tell us about some of your policies and procedures...please answer yes or no:

As a matter of policy, do you have a Cost Recovery philosophy? Please share your policy.	No	Contract programs are a 70/30 split. City run programs operate with a goal of 120%	-	NO	
As a matter of policy do you have a Scholarship Program? Please share your policy.	No	NO YES, we offer 4 areas of sponsorships: 1) Vendor booths at special events 2) banner signs on ball field fences 3) advertisement on website 4) advertisement in program brochure	-	YES	Yes, Cultural Arts Foundation Scholarship Program
As a matter of policy do you have an adopted Sponsorship Policy? Please share your policy.	No		-	NO	n/a
As a matter of policy do you have an adopted Partnership Policy? Please share your policy.	We do not have a Partnership Policy, but we do have joint ventures with various organizations	We have an Athletic Policy that details the joint use agreement policy with our youth sports organizations.	-	NO	n/a
As a matter of policy do you offer variable fees (ie. Seniors, Youth, Non-profit, Resident/Non-resident, etc.)? Please share your policy.	Yes we have variable fees, but we not have a policy on it. Fees: resident, non resident, member, non member, senior membership discounts, non profit breaks for special events and discounted youth registration with volunteer parent coaches	YES, we have senior discounts, non-residents pay 50% above the resident price for all programs.	Some Resident / Non Resident fees	YES	http://www.texas-city-tx.org/page/rec.parks
As a matter of policy do you have a Volunteer Program? Please share your policy.	YES, including V.I.P.A.R., we have volunteers in several capacities, all volunteers must complete a background check.	YES, we have volunteers in several capacities, all volunteers must complete a background check.	No	YES	n/a

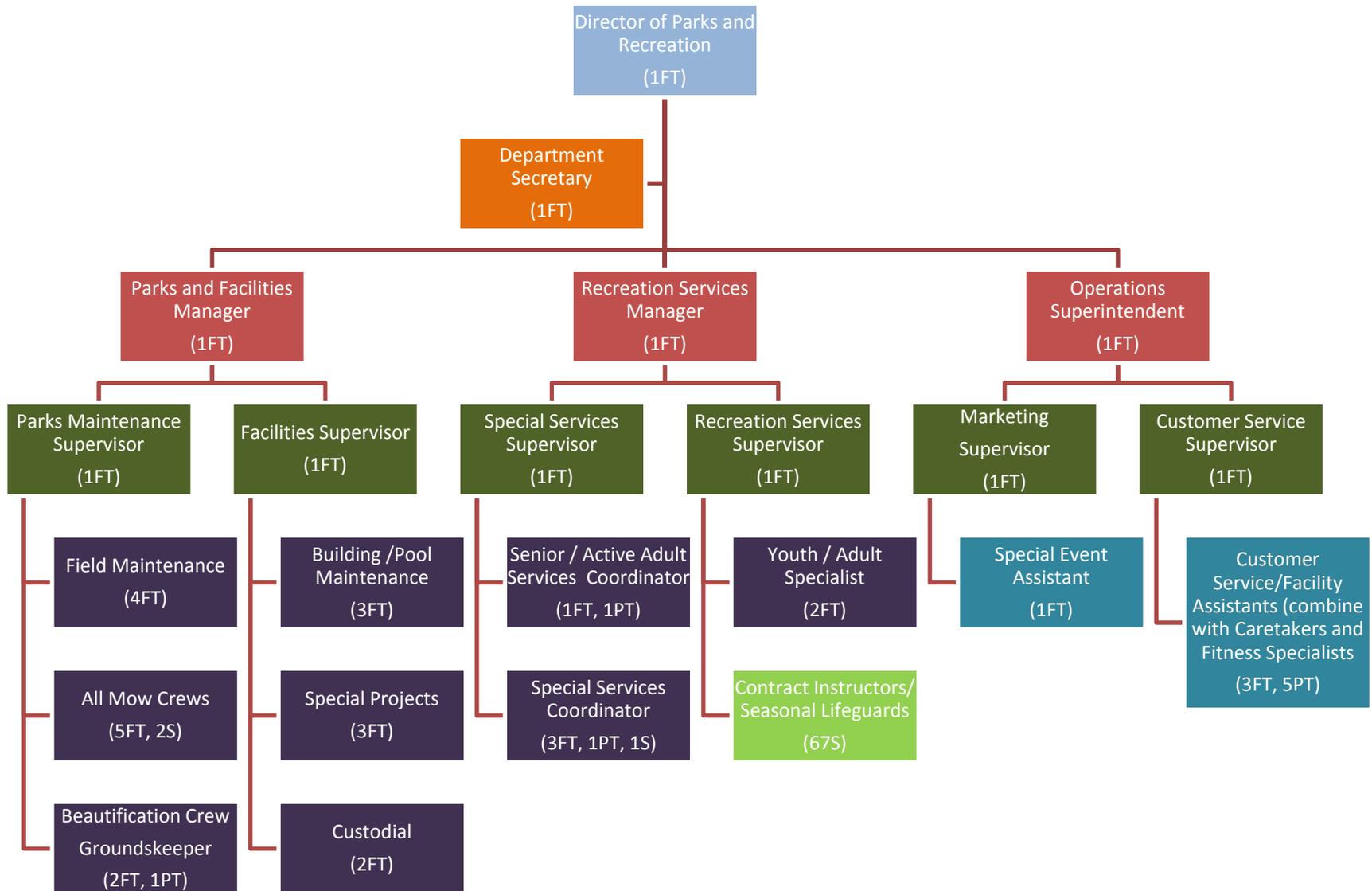
As a matter of policy do you have a Parks & Recreation Operations Manual(s)? Please share your manual.	No	YES, we have a facility operations manual and a separate aquatics operations manual.	-	NO	Yes, The Nessler Park Family Aquatic Center
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OTHER COMMENTS

Appendix D – Proposed Organizational Chart

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39 Full Time positions
 8 Part time positions
 70 Seasonal positions



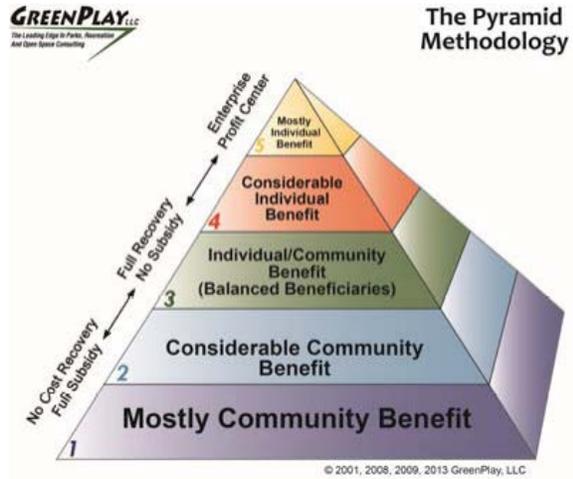
Appendix E – 10 Step Pyramid Methodology

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THE PYRAMID METHODOLOGY: COST RECOVERY AND SUBSIDY ALLOCATION PHILOSOPHY

The creation of a cost recovery and subsidy allocation philosophy and policy is a key component to maintaining an agency’s financial control, equitably pricing offerings, and helping to identify core services including programs and facilities.

Critical to this philosophical undertaking is the support and buy-in of elected officials and advisory boards, staff, and ultimately, citizens. Whether or not significant changes are called for, the organization should be certain that it philosophically aligns with its constituents. The development of a financial resource allocation philosophy and policy is built upon a very logical foundation, based upon the theory that those who benefit from parks and recreation services ultimately pay for services.



The development of a financial resource allocation philosophy can be separated into the following steps:

Step 1 – Building on Your Organization’s Values, Vision, and Mission

The premise of this process is to align agency services with organizational values, vision, and mission. It is important that organizational values are reflected in the vision and mission. Oftentimes, mission statements are a starting point and further work needs to occur to create a more detailed common understanding of the interpretation of the mission and a vision for the future. This is accomplished by engaging staff and community members in a discussion about a variety of Filters.

Step 2 – Understanding the Pyramid Methodology, the Benefits Filter, and Secondary Filters

Filters are a series of continuums covering different ways of viewing service provision. **Filters** influence the final positioning of services as they relate to each other and are summarized below. The **Benefits Filter**, however; forms the **foundation** of the **Pyramid Model** and is used in this discussion to illustrate a cost recovery philosophy and policies for parks and recreation organizations.

Filter	Definition
Benefit	Who receives the benefit of the service? (Skill development, education, physical health, mental health, safety)
Access/Type of Service	Is the service available to everyone equally? Is participation or eligibility restricted by diversity factors (i.e., age, ability, skill, financial)?
Organizational Responsibility	Is it the organization’s responsibility or obligation to provide the service based upon mission, legal mandate, or other obligation or requirement?
Historical Expectations	What have we always done that we cannot change?
Anticipated Impacts	What is the anticipated impact of the service on existing resources? On other users? On the environment? What is the anticipated impact of not providing the service?
Social Value	What is the perceived social value of the service by constituents, city staff and leadership, and policy makers? Is it a communitybuilder?

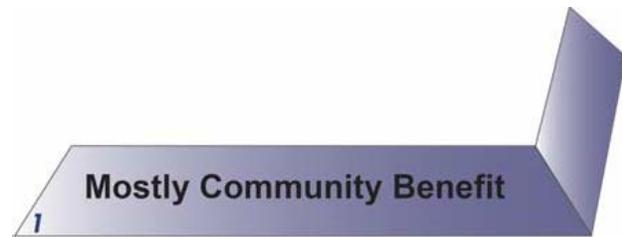
THE BENEFITS FILTER

The principal foundation of the Pyramid is the **Benefits Filter**. Conceptually, the base level of the pyramid represents the mainstay of a public parks and recreation system. Services appropriate to higher levels of the pyramid should only be offered when the preceding levels below are comprehensive enough to provide a foundation for the next level. This foundation and upward progression is intended to represent public parks and recreation's core mission, while also reflecting the growth and maturity of an organization as it enhances its service offerings.

It is often easier to integrate the values of the organization with its mission if they can be visualized. An ideal philosophical model for this purpose is the pyramid. In addition to a physical structure, *pyramid* is defined by Webster's Dictionary as "an immaterial structure built on a broad supporting base and narrowing gradually to an apex." Parks and recreation programs are built with a broad supporting base of core services, enhanced with more specialized services as resources allow. Envision a pyramid sectioned horizontally into five levels.

MOSTLY COMMUNITY Benefit

The foundational level of the Pyramid is the largest, and includes those services including programs and facilities which **MOSTLY** benefit the **COMMUNITY** as a whole. These services may increase property values, provide safety, address social needs, and enhance quality of life for residents. The community generally pays for these basic services via tax support. These services are generally offered to residents at a minimal charge or with no fee. A large percentage of the agency's tax support would fund this level of the Pyramid.



Examples of these services could include: the existence of the community parks and recreation system, the ability for youngsters to visit facilities on an informal basis, low-income or scholarship programs, park and facility planning and design, park maintenance, or others.

NOTE: All examples above are generic – individual agencies vary in their determination of which services belong in the foundation level of the Pyramid based upon agency values, vision, mission, demographics, goals, etc.

CONSIDERABLE COMMUNITY Benefit

The second and smaller level of the Pyramid represents services which promote individual physical and mental well-being, and may begin to provide skill development. They are generally traditionally expected services and/or beginner instructional levels. These services are typically assigned fees based upon a specified percentage of direct (and may also include indirect) costs. These costs are partially offset by both a tax subsidy to account for **CONSIDERABLE COMMUNITY** benefit and participant fees to account for the **Individual** benefit received from the service.



Examples of these services could include: the capacity for teens and adults to visit facilities on an informal basis, ranger led interpretive programs, beginning level instructional programs and classes, etc.

BALANCED INDIVIDUAL/COMMUNITY Benefit

The third and even smaller level of the Pyramid represents services that promote individual physical and mental well-being, and provide an intermediate level of skill development. This level provides balanced **INDIVIDUAL** and **COMMUNITY** benefit and should be priced accordingly. The individual fee is set to recover a higher percentage of cost than those services that fall within lower Pyramid levels.



Examples of these services could include: summer recreational day camp, summer sports leagues, year-round swim team, etc.

CONSIDERABLE INDIVIDUAL Benefit

The fourth and still smaller Pyramid level represents specialized services generally for specific groups, and those which may have a competitive focus. Services in this level may be priced to recover full cost, including all direct and indirect expenses.



Examples of these services could include: specialty classes, golf, and outdoor adventure programs.

MOSTLY INDIVIDUAL Benefit

At the top of the Pyramid, the fifth and smallest level represents services which have profit center potential, may be in an enterprise fund, may be in the same market space as the private sector, or may fall outside the core mission of the agency. In this level, services should be priced to recover full cost in addition to a designated profit percentage.



Examples of these activities could include: elite diving teams, golf lessons, food concessions, company picnic rentals, and other facility rentals such as for weddings or otherservices.

Step 3 – Developing the Organization’s Categories of Service

In order to avoid trying to determine cost recovery or subsidy allocation levels for each individual agency service including every program, facility, or property, it is advantageous to categorize agency services into like categories. This step also includes the development of category definitions that detail and define each category and service inventory “checks and balances” to ensure that all agency services belong within a developed category. *Examples of Categories of Service could include: Beginner Instructional Classes, Special Events, and Concessions/Vending.*

Step 4 – Sorting the Categories of Service onto the Pyramid

It is critical that this sorting step be done with staff, governing body, and citizen representatives involved. This is where ownership is created for the philosophy, while participants discover the current and possibly varied operating histories, cultures, and organizational values, vision, and mission. It is the time to develop consensus and get everyone on the same page – the page that is written together. Remember, this effort must reflect the community and must align with the thinking of policy makers.

Sample Policy Development Language:

XXX community brought together staff from across the department, agency leadership, and citizens to sort existing programs into each level of the Pyramid. The process was facilitated by an objective and impartial facilitator in order to hear all viewpoints. It generated discussion and debate as participants discovered what different people had to say about serving culturally and economically varied segments of the community, about historic versus active-use parks, about the importance of adult versus youth versus senior activities, and other philosophical and values-based discussions. This process gets at both the “what” and “why” with the intention of identifying common ground and consensus.

Step 5 – Defining Direct and Indirect Costs

The definition of direct and indirect costs can vary from agency to agency. What is important is that all costs associated with directly running a program or providing a service are identified and consistently applied across the system. Direct costs typically include all the specific, identifiable expenses (fixed and variable) associated with providing a service. These expenses would not exist without the service and may be variable costs. Defining direct costs, along with examples and relative formulas is necessary during this step.

Indirect costs typically encompass overhead (fixed and variable) including the administrative costs of the agency. These costs would exist without any specific service but may also be attributed to a specific agency operation (in which case they are direct expenses of that operation). If desired, all or a portion of indirect costs can be allocated, in which case they become a direct cost allocation.

Step 6 – Determining (or Confirming) Current Subsidy/Cost Recovery Levels

This step establishes the expectation that the agency will confirm or determine current cost recovery and subsidy allocation levels by service area based on the new or revised definition of direct and in-direct costs. This will include consideration of revenues sources and services costs or expenses. Typically, staff may not be cost accounting consistently, and these inconsistencies will become apparent. Results of this step will identify whether staff members know what it costs to provide services to the community, whether staff have the capacity or resources necessary to account for and track costs, whether accurate cost recovery levels can be identified, and whether cost centers or general ledger line items align with how the agency may want to track these costs in the future.

Step 7 – Establishing Cost Recovery/Subsidy Goals

Subsidy and cost recovery are complementary. If a program is subsidized at 75%, it has a 25% cost recovery, and vice-versa. It is more powerful to work through this exercise thinking about where the tax subsidy is used rather than what is the cost recovery. When it is complete, you can reverse thinking to articulate the cost recovery philosophy, as necessary.

The overall subsidy/cost recovery level is comprised of the average of everything in all of the levels together as a whole. This step identifies what the current subsidy level is for the programs sorted into each level. There may be quite a range within each level, and some programs could overlap with other levels of the pyramid. This will be rectified in the final steps.

This step must reflect your community and must align with the thinking of policy makers regarding the broad picture financial goals and objectives.

Examples

Categories in the bottom level of the Pyramid may be completely or mostly subsidized, with the agency having established limited cost recovery to convey the value of the experience to the user. An established 90-100% subsidy articulates the significant community benefit resulting from these categories.

The top level of the Pyramid may range from 0% subsidy to 50% excess revenues above all costs, or more. Or, the agency may not have any Categories of Service in the top level.

Step 8 – Understanding and Preparing for Influential Factors and Considerations

Inherent to sorting programs onto the Pyramid model using the Benefits and other filters is the realization that other factors come into play. This can result in decisions to place services in other levels than might first be thought. These factors also follow a continuum; however, do not necessarily follow the five levels like the Benefits Filter. In other words, a specific continuum may fall completely within the first two levels of the Pyramid. These factors can aid in determining core versus ancillary services. These factors represent a layering effect and should be used to make adjustments to an initial placement on the Pyramid.

THE COMMITMENT FACTOR: What is the intensity of the program; what is the commitment of the participant?



THE TRENDS FACTOR: Is the program or service tried and true, or is it a fad?



THE POLITICAL FILTER: What is out of our control?

This filter does not operate on a continuum, but is a reality, and will dictate from time to time where certain programs fit in the pyramid

THE MARKETING FACTOR: What is the effect of the program in attracting customers?



THE RELATIVE COST TO PROVIDE FACTOR: What is the cost per participant?



THE ECONOMIC CONDITIONS FACTOR: What are the financial realities of the community?



FINANCIAL GOALS FACTOR: Are we targeting a financial goal such as increasing sustainability, decreasing subsidy reliance?



Step 9 – Implementation

Across the country, ranges in overall cost recovery levels can vary from less than 10% to over 100%. The agency sets their goals based upon values, vision, mission, stakeholder input, funding, and/or other criteria. This process may have been completed to determine present cost recovery levels, or the agency may have needed to increase cost recovery levels in order to meet budget targets. Sometimes, simply implementing a policy to develop equity is enough without a concerted effort to increase revenues. Upon completion of steps 1-8, the agency is positioned to illustrate and articulate where it has been and where it is heading from a financial perspective.

Step 10 – Evaluation

The results of this process may be used to:

- Articulate and illustrate a comprehensive cost recovery and subsidy allocation philosophy
- Train staff at all levels as to why and how things are priced the way they are
- Shift subsidy to where is it most appropriately needed
- Benchmark future financial performance
- Enhance financial sustainability
- Recommend service reductions to meet budget subsidy targets, or show how revenues can be increased as an alternative
- Justifiably price new services

This Cost Recovery/Subsidy Allocation Philosophy: The Pyramid Methodology Outline is provided by:



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REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: November 14, 2016 Appropriation
Requested By: Corby Alexander Source of Funds: _____
Department: Parks & Recreation Account Number: _____
Report: Resolution: Ordinance: Amount Budgeted: _____
Other: Amount Requested: _____
Budgeted Item: YES NO

Attachments :

SUMMARY & RECOMMENDATIONS

Staff has met with La Porte Boy's Baseball (LPBBA) on multiple occasions. Below is an update on items discussed and how LPBBA will operate at Pecan Park moving forward. Finance staff will provide periodic checks for all items pertaining to revenue and expense tracking at a minimum of once a month.

General Bookkeeping and Registration

- All checks for payment will have 2 signatures.
- All team rosters will match payments.
- The City will be given a login for the registration system where the City can pull a report at any time.
- LPBBA City can request a paper trail from LPBBA, which should reconcile to the online system.

Concession Stand Operation

- A Point of Sale (POS) system was installed in the Concession Stand. The POS system keeps track of all inventory and sales.
- Umpires will no longer be able to take as much food as LPBBA wish. Umpires will be given tickets for food based on the number of games LPBBA are working.
- Beverages for umpires will have a specific key in the POS system so that LPBBA can be inventoried.
- An iPad will be used on the golf cart for concessions sales.
- Concessions workers making over \$600 will receive a 1099. The association is currently considering hiring a separate staffing company to provide workers and LPBBA will pay the company when invoiced.
- Concessions deposits will be made the next business day. For example, if LPBBA receives sales money on Friday and LPBBA are open on Saturday, LPBBA will deposit the money on Saturday. If LPBBA do not open again until Monday, LPBBA will deposit the money on Monday. The money will be kept in a safe until it is deposited.
- Sales will match deposits.

Umpires

- LPBBA is considering the umpires as independent contractors, therefore the umpires do not work directly for LPBBA. Since LPBBA consider umpires contractors, LPBBA is paying umpires in cash and having umpires sign for the amount received. LPBBA is providing a game schedule to match the games to the umpires. For spring LPBBA is hoping to have a separate company that will invoice for the games umpired.

Fields

- Moving forward, LPBBA will pay the City the \$500 per month LPBBA would have normally paid the field worker. LPBBA has agreed to this as long as LPBBA will still have input on what happens to the fields.
- City staff will repair the fields, bring fields into playable condition, and continue to maintain fields. All four field staff will rotate through all fields within the city. No staff members will be solely dedicated to Pecan Park.
- On weekends LPBBA will pay for any additional field work that is requested outside of basic lining, which LPBBA will do.
- LPBBA will continue to help with purchasing red dirt for the fields, as LPBBA have in the past.
- If LPBBA is interested in subletting the fields at any time, LPBBA will provide a written request that will either be approved or denied by the Parks & Recreation Director or designee.

LPBBA is asking for one year to work with this plan. If it is not satisfactory to Council after that year, then LPBBA would turn financial control completely over to the City at that time.

Action Required of Council:

Provide comments regarding the plan noted above and future operations of LPBBA.

Approved for City Council Agenda

Corby D. Alexander, City Manager

Date



**Council Agenda Item
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9. (a) Receive report of the La Porte Development Corporation Board – Councilmember Engelken



Council Agenda Item November 14, 2016

10. ADMINISTRATIVE REPORTS

- Thanksgiving Holidays, Thursday, November 24, 2016 and Friday, November 25, 2016
- La Porte Development Corporation Board Meeting, Monday, December 12, 2016
- City Council Meeting, Monday December 12, 2016
- Christmas Holidays, Friday, December 23, 2016 and Monday, December 26, 2016

11. COUNCIL COMMENTS regarding matters appearing on the agenda; recognition of community members, city employees, and upcoming events; inquiry of staff regarding specific factual information or existing policies – Councilmembers K. Martin, Kaminski, Zemanek, Leonard, Engelken, Earp, Clausen, J. Martin and Mayor Rigby.

12. ADJOURN



**Council Agenda Item
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12. ADJOURN
