



Mayor | John Wright
Mayor Pro-Tem | Travis Townsend
Council Members | Cecil Booth, Christiene Daniel, Terry Roberts, Tanner Sartin
City Manager | Chris Whittaker
City Secretary | Michelle Perez

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, MAY 14, 2024, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CANVASS

1. Discussion and possible action to approve Resolution No. 20240514-001 canvassing a General Election held on May 04, 2024; declaring the candidates for Council Member, Position One (1) and Council Member, Position Five (5) duly elected.
2. Administer Oath of Office to Christiene Daniel, Council Member Position No. 1 by Angleton Municipal Court Judge Jeffrey Gilbert.
3. Administer Oath of Office to Tanner Sartin, Council Member Position No. 5 by Angleton Municipal Court Judge Jeffrey Gilbert.
4. Comments from newly elected Council Members.
5. Discussion and possible action to approve Resolution No. 20240514-005 Calling a Runoff Election for place No. 3 of the Angleton City Council for a term of two years; to be held June 15, 2024.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

The Presiding Officer may establish time limits based upon the number of speaker requests, the length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Citizens may speak at the beginning or at the time the item comes before council in accordance with Texas Government Code Section 551.007. No Action May be Taken by the City Council During Public Comments.

CEREMONIAL PRESENTATIONS

- [6.](#) Presentation of employee service award.
- [7.](#) Ceremonial Presentation for the retirement of Chief Lucille Maes, Angleton Area Emergency Medical Corps.
- [8.](#) Ceremonial Presentation of the May 2024 Keep Angleton Beautiful Yard of the Month and Business of the Month.

CONSENT AGENDA

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.

- [9.](#) Discussion and possible action to waive fees for the Juneteenth Mass Gatherings permit and authorize use of Bates Park pavilion.
- [10.](#) Discussion and possible action to approve the proposal from Techline Sports Lighting for the installation of LED lighting at BG Peck Soccer Complex and authorize the City Manager to execute the agreement.
- [11.](#) Discussion and possible action to approve an Interlocal Cooperation Contract with the Texas Department of Public Safety for the Failure to Appear Program.
- [12.](#) Discussion and possible action on a request submitted by Ellen Eby on behalf of Peach Street Farmers Market to obtain permission to close the 200 block of East Peach St. on the evenings of June 7, 2024 and June 8, 2024, from 5:00 PM-10:00 PM for the Annual Singer Songwriters Festival.
- [13.](#) Discussion and possible action on the approval and execution of an interlocal agreement between the City of Angleton and South Central Planning and Development Commission (SCPDC) through its agent, The Capital Area Council of Governments (CAPCOG), for the provision of My Government Online software for the Development Services Department.

PUBLIC HEARINGS AND ACTION ITEMS

- [14.](#) Conduct a public hearing, discussion, and possible action to receive comments regarding the 2024 Standards of Care the Angleton Parks and Recreation Department will operate for youth recreational programs and to approve Ordinance No. 20240514-014 amending and adopting the 2023 Standards of Care for Youth Programs by revising Chapter 17 – Parks and Recreation, Article 1. – In Genera, Section 17-3 Standards of care for youth recreational programs.

REGULAR AGENDA

15. Annual update on introductory fees for Lakeside Park rentals and fees.

16. Discussion and possible action to close the Angleton Recreation Center to host a Remote Area Medical event on October 25-27, 2024, to serve Brazoria County residents.

EXECUTIVE SESSION

The City Council will hold executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

17. Discussion and possible action on the deliberation of real property; pursuant to Section 551.072 of the Texas Government Code.

18. Discussion and possible action on Consultation with Attorney regarding pending or contemplated litigation, pursuant to Section 551.071 of the Texas Local Government Code; (Case No. D-1-GN-23-007785; The City of Grand Prairie Texas, et al v. The State of Texas).

OPEN SESSION

The City Council will now adjourn Executive Session, reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

ADJOURNMENT

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with attorney; Section 551.072 - deliberation regarding real property; Section 551.073 - deliberation regarding prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - deliberation regarding security devices or security audit; Section 551.087 - deliberation regarding economic development negotiations; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, May 10, 2024, by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Michelle Perez
Michelle Perez, TRMC
City Secretary

Public participation is solicited without regard to race, color, religion, sex, age, national origin, disability, or family status. In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodation to participate in this proceeding, or those requiring language assistance (free of charge) should contact the City of Angleton ADA Coordinator, Colleen Martin, no later than seventy-two (72) hours prior to the meeting, at (979) 849-4364 ext. 2132, email: cmartin@angleton.tx.us.



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 14, 2024

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action on Resolution No. 20240514-001 canvassing a General Election held on May 04, 2024; declaring the candidates for Council Member, Position One (1) and Council Member Five (5) duly elected.

AGENDA ITEM SECTION: Canvass

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Canvassing the May 4, 2024, General Election results.

RECOMMENDATION:

Staff recommends Council approve the resolution as presented.

RESOLUTION NO. 20240514-001

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS CANVASSING A GENERAL ELECTION HELD ON MAY 4, 2024; DECLARING THE CANDIDATES FOR COUNCIL MEMBER, POSITION ONE (1); AND COUNCIL MEMBER POSITION FIVE (5) DULY ELECTED AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, on February 13, 2024, the City Council of the City of Angleton, Texas, ordered a General Election be held on May 4, 2024, for the purpose of electing Three (3) Council Members by position, from the City at large, for Council Member, Position One (1); Council Member, Position Three (3), and Council Member, Position Five (5) for a term of two (2) years; and

WHEREAS the City Council has investigated all matters pertaining to the General Election and has determined that notice of said election was given as required by law, and said election was duly and legally held on May 04, 2024, in conformity with the election laws of the State of Texas and the Voting Rights Act of 1965, and

WHEREAS, it further appears to the City Council and the Council so finds that the Election Judges and Brazoria County Elections Administrator have tabulated the results of said General Election and certified such tabulation for the City Council and that such tabulation is correct; and

WHEREAS, the returns of the general election have been made to the Council and City Council has considered the returns of the general election, and tabulation of votes for Council Member, Position One (1); Council Member, Position Three (3), and Council Member, Position Five (5) for a term of two (2) years; and as shown in Exhibit A; and

WHEREAS, Christien Daniel received the majority of all votes cast for Council Member, Position One (1); Neither Terry Roberts, nor Blaine Smith received the majority of all votes but were the two candidates with the highest number of votes for Council Member, Position Three (3), and by separate Resolution City Council will call a runoff election; and Tanner Sartin received the majority of all votes for Council Member Position Five (5); and

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

SECTION 1. The Council finds that all of the recitals contained in the preamble of this Resolution are true and adopts them as findings of fact by this governing body; and.

SECTION 2. The Council finds that the results of the general election as tabulated, received, and canvassed are true, and the City Secretary has certified such tabulation of the votes cast at the election; and

SECTION 3. The Council accepts and approves the returns for the general election, as tabulated, received, and canvassed, and declares that the following persons are declared elected and may qualify for the office:

Council Member, Position One (1)	<u>Christiene Daniel</u>
Council Member, Position Five (5)	<u>Tanner Sartin</u>

SECTION 4. With this cavass, the Council is making official the election results and City Council hereby finds that the votes were cast in the election and said parties listed above are hereby duly elected subject to the taking of the oath of office as provided by the laws of the State of Texas.

SECTION 5. The meeting at which this Resolution was approved was a regular meeting of the City Council, and in all things, was conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 6. This Resolution shall become effective from and after its passage.

PASSED AND APPROVED THIS THE 14TH DAY OF MAY 2024.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

City of Angleton Cumulative Report

2024 Joint Local Election

Run Time 5:07 PM
Run Date 05/10/2024

Brazoria County

Joint Local Election

5/4/2024
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Unofficial Results

Item 1.

Registered

993 of 12323 = 8.06%

Polling Places Reporting

32 of 32 = 100.00%

Council, Position 1

Choice	Party	Absentee		Early Voting		Election Day		Total	
Brandon Turner		24	40.00%	159	28.14%	88	27.16%	271	28.56%
Christiene Daniel		36	60.00%	406	71.86%	236	72.84%	678	71.44%
Cast Votes:		60	100.00%	565	100.00%	324	100.00%	949	100.00%
Undervotes:		0		29		15		44	
Overvotes:		0		0		0		0	

Council, Position 3

Choice	Party	Absentee		Early Voting		Election Day		Total	
Terry L. Roberts		23	38.33%	241	41.99%	131	40.31%	395	41.19%
Blaine Smith		28	46.67%	227	39.55%	133	40.92%	388	40.46%
Jeff Sifford		9	15.00%	106	18.47%	61	18.77%	176	18.35%
Cast Votes:		60	100.00%	574	100.00%	325	100.00%	959	100.00%
Undervotes:		0		20		14		34	
Overvotes:		0		0		0		0	

Council, Position 5

Choice	Party	Absentee		Early Voting		Election Day		Total	
Tanner Sartin		27	45.00%	365	62.93%	210	63.06%	602	61.87%
Jason A. Perez		33	55.00%	215	37.07%	123	36.94%	371	38.13%
Cast Votes:		60	100.00%	580	100.00%	333	100.00%	973	100.00%
Undervotes:		0		14		6		20	
Overvotes:		0		0		0		0	

*** End of report ***

City of Angleton Canvass Report

2024 Joint Local Election

Run Time 5:16 PM

Run Date 05/10/2024

Brazoria County

Joint Local Election

5/4/2024

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Unofficial

Item 1.

Registered

993 of 12323 = 8.06%

Polling Places Reporting

32 of 32 = 100.00%

Council, Position 1

Precinct	Brandon Turner	Christiene Daniel	Cast Votes	Undervotes	Overvotes	Absentee Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
1 - ANG-DD1	87	166	253	10	0	15	143	105	263	4,087	6.44%
31 - ANG-DD1	1	17	18	0	0	1	14	3	18	100	18.00%
42 - ANG-DD1	10	25	35	4	0	4	23	12	39	711	5.49%
55 - ANG-DD1	40	158	198	10	0	19	123	66	208	2,367	8.79%
56 - ANG-DD1	133	312	445	20	0	21	291	153	465	5,058	9.19%
Totals	271	678	949	44	0	60	594	339	993	12,323	8.06%

City of Angleton Canvass Report

2024 Joint Local Election

Run Time 5:16 PM

Run Date 05/10/2024

Brazoria County

Joint Local Election

5/4/2024

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Unofficial

Item 1.

Registered

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Council, Position 3

Precinct	Terry L. Roberts	Blaine Smith	Jeff Sifford	Cast Votes	Undervotes	Overvotes	Absentee Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
1 - ANG-DD1	99	101	59	259	4	0	15	143	105	263	4,087	6.44%
31 - ANG-DD1	3	13	2	18	0	0	1	14	3	18	100	18.00%
42 - ANG-DD1	11	17	10	38	1	0	4	23	12	39	711	5.49%
55 - ANG-DD1	90	78	24	192	16	0	19	123	66	208	2,367	8.79%
56 - ANG-DD1	192	179	81	452	13	0	21	291	153	465	5,058	9.19%
Totals	395	388	176	959	34	0	60	594	339	993	12,323	8.06%

City of Angleton Canvass Report

2024 Joint Local Election

Run Time 5:16 PM

Run Date 05/10/2024

Brazoria County

Joint Local Election

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Unofficial

Item 1.

Registered

993 of 12323 = 8.06%

Polling Places Reporting

32 of 32 = 100.00%

Council, Position 5

Precinct	Tanner Sartin	Jason A. Perez	Cast Votes	Undervotes	Overvotes	Absentee Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
1 - ANG-DD1	155	102	257	6	0	15	143	105	263	4,087	6.44%
31 - ANG-DD1	17	1	18	0	0	1	14	3	18	100	18.00%
42 - ANG-DD1	23	16	39	0	0	4	23	12	39	711	5.49%
55 - ANG-DD1	121	78	199	9	0	19	123	66	208	2,367	8.79%
56 - ANG-DD1	286	174	460	5	0	21	291	153	465	5,058	9.19%
Totals	602	371	973	20	0	60	594	339	993	12,323	8.06%

**City of Angleton Canvass
Report**

2024 Joint Local Election

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Joint Local Election

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Unofficial

Item 1.

Regist

993 of 12323 = 8.06%

Polling Places Reporting

32 of 32 = 100.00%

*** End of report ***

City of Angleton Precinct Report

2024 Joint Local Election

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Run Date 05/10/2024

Brazoria County

Joint Local Election

5/4/2024

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Unofficial Results

Item 1.

Registered

993 of 12323 = 8.06%

Polling Places Reporting

32 of 32 = 100.00%

1

263 of 4,087 registered voters = 6.44%

Council, Position 1

Choice	Party	Absentee		Early Voting		Election Day		Total	
Brandon Turner		7	46.67%	46	34.07%	34	33.01%	87	34.39%
Christiene Daniel		8	53.33%	89	65.93%	69	66.99%	166	65.61%
Cast Votes:		15	100.00%	135	100.00%	103	100.00%	253	100.00%
Undervotes:		0		8		2		10	
Overvotes:		0		0		0		0	

Council, Position 3

Choice	Party	Absentee		Early Voting		Election Day		Total	
Terry L. Roberts		5	33.33%	57	40.43%	37	35.92%	99	38.22%
Blaine Smith		8	53.33%	53	37.59%	40	38.83%	101	39.00%
Jeff Sifford		2	13.33%	31	21.99%	26	25.24%	59	22.78%
Cast Votes:		15	100.00%	141	100.00%	103	100.00%	259	100.00%
Undervotes:		0		2		2		4	
Overvotes:		0		0		0		0	

Council, Position 5

Choice	Party	Absentee		Early Voting		Election Day		Total	
Tanner Sartin		9	60.00%	82	59.42%	64	61.54%	155	60.31%
Jason A. Perez		6	40.00%	56	40.58%	40	38.46%	102	39.69%
Cast Votes:		15	100.00%	138	100.00%	104	100.00%	257	100.00%
Undervotes:		0		5		1		6	
Overvotes:		0		0		0		0	

City of Angleton Precinct Report

2024 Joint Local Election

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Brazoria County

Joint Local Election

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Unofficial Results

Item 1.

Registered

993 of 12323 = 8.06%

Polling Places Reporting

32 of 32 = 100.00%

31

18 of 100 registered voters = 18.00%

Council, Position 1

Choice	Party	Absentee		Early Voting		Election Day		Total	
Brandon Turner		0	0.00%	1	7.14%	0	0.00%	1	5.56%
Christiene Daniel		1	100.00%	13	92.86%	3	100.00%	17	94.44%
	Cast Votes:	1	100.00%	14	100.00%	3	100.00%	18	100.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

Council, Position 3

Choice	Party	Absentee		Early Voting		Election Day		Total	
Terry L. Roberts		0	0.00%	3	21.43%	0	0.00%	3	16.67%
Blaine Smith		1	100.00%	9	64.29%	3	100.00%	13	72.22%
Jeff Sifford		0	0.00%	2	14.29%	0	0.00%	2	11.11%
	Cast Votes:	1	100.00%	14	100.00%	3	100.00%	18	100.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

Council, Position 5

Choice	Party	Absentee		Early Voting		Election Day		Total	
Tanner Sartin		1	100.00%	13	92.86%	3	100.00%	17	94.44%
Jason A. Perez		0	0.00%	1	7.14%	0	0.00%	1	5.56%
	Cast Votes:	1	100.00%	14	100.00%	3	100.00%	18	100.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

City of Angleton Precinct Report

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Item 1.

Registered

993 of 12323 = 8.06%

Polling Places Reporting

32 of 32 = 100.00%

42

39 of 711 registered voters = 5.49%

Council, Position 1

Choice	Party	Absentee		Early Voting		Election Day		Total	
Brandon Turner		2	50.00%	4	18.18%	4	44.44%	10	28.57%
Christiene Daniel		2	50.00%	18	81.82%	5	55.56%	25	71.43%
Cast Votes:		4	100.00%	22	100.00%	9	100.00%	35	100.00%
Undervotes:		0		1		3		4	
Overvotes:		0		0		0		0	

Council, Position 3

Choice	Party	Absentee		Early Voting		Election Day		Total	
Terry L. Roberts		2	50.00%	7	30.43%	2	18.18%	11	28.95%
Blaine Smith		1	25.00%	10	43.48%	6	54.55%	17	44.74%
Jeff Sifford		1	25.00%	6	26.09%	3	27.27%	10	26.32%
Cast Votes:		4	100.00%	23	100.00%	11	100.00%	38	100.00%
Undervotes:		0		0		1		1	
Overvotes:		0		0		0		0	

Council, Position 5

Choice	Party	Absentee		Early Voting		Election Day		Total	
Tanner Sartin		1	25.00%	15	65.22%	7	58.33%	23	58.97%
Jason A. Perez		3	75.00%	8	34.78%	5	41.67%	16	41.03%
Cast Votes:		4	100.00%	23	100.00%	12	100.00%	39	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

City of Angleton Precinct Report

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Joint Local Election

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Unofficial Results

Item 1.

Registered

993 of 12323 = 8.06%

Polling Places Reporting

32 of 32 = 100.00%

55

208 of 2,367 registered voters = 8.79%

Council, Position 1

Choice	Party	Absentee		Early Voting		Election Day		Total	
Brandon Turner		5	26.32%	25	21.19%	10	16.39%	40	20.20%
Christiene Daniel		14	73.68%	93	78.81%	51	83.61%	158	79.80%
Cast Votes:		19	100.00%	118	100.00%	61	100.00%	198	100.00%
Undervotes:		0		5		5		10	
Overvotes:		0		0		0		0	

Council, Position 3

Choice	Party	Absentee		Early Voting		Election Day		Total	
Terry L. Roberts		8	42.11%	49	43.36%	33	55.00%	90	46.88%
Blaine Smith		10	52.63%	47	41.59%	21	35.00%	78	40.63%
Jeff Sifford		1	5.26%	17	15.04%	6	10.00%	24	12.50%
Cast Votes:		19	100.00%	113	100.00%	60	100.00%	192	100.00%
Undervotes:		0		10		6		16	
Overvotes:		0		0		0		0	

Council, Position 5

Choice	Party	Absentee		Early Voting		Election Day		Total	
Tanner Sartin		6	31.58%	74	62.71%	41	66.13%	121	60.80%
Jason A. Perez		13	68.42%	44	37.29%	21	33.87%	78	39.20%
Cast Votes:		19	100.00%	118	100.00%	62	100.00%	199	100.00%
Undervotes:		0		5		4		9	
Overvotes:		0		0		0		0	

City of Angleton Precinct Report

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Brazoria County

Joint Local Election

5/4/2024

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Unofficial Results

Item 1.

Registered

993 of 12323 = 8.06%

Polling Places Reporting

32 of 32 = 100.00%

56

465 of 5,058 registered voters = 9.19%

Council, Position 1

Choice	Party	Absentee		Early Voting		Election Day		Total	
Brandon Turner		10	47.62%	83	30.07%	40	27.03%	133	29.89%
Christiene Daniel		11	52.38%	193	69.93%	108	72.97%	312	70.11%
Cast Votes:		21	100.00%	276	100.00%	148	100.00%	445	100.00%
Undervotes:		0		15		5		20	
Overvotes:		0		0		0		0	

Council, Position 3

Choice	Party	Absentee		Early Voting		Election Day		Total	
Terry L. Roberts		8	38.10%	125	44.17%	59	39.86%	192	42.48%
Blaine Smith		8	38.10%	108	38.16%	63	42.57%	179	39.60%
Jeff Sifford		5	23.81%	50	17.67%	26	17.57%	81	17.92%
Cast Votes:		21	100.00%	283	100.00%	148	100.00%	452	100.00%
Undervotes:		0		8		5		13	
Overvotes:		0		0		0		0	

Council, Position 5

Choice	Party	Absentee		Early Voting		Election Day		Total	
Tanner Sartin		10	47.62%	181	63.07%	95	62.50%	286	62.17%
Jason A. Perez		11	52.38%	106	36.93%	57	37.50%	174	37.83%
Cast Votes:		21	100.00%	287	100.00%	152	100.00%	460	100.00%
Undervotes:		0		4		1		5	
Overvotes:		0		0		0		0	

*** End of report ***



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 14, 2024

PREPARED BY: Michelle Perez

AGENDA CONTENT: Administer Oath of Office to Christiene Daniel, Council Member Position No. 1 by Angleton Municipal Court Judge Jeffrey Gilbert.

AGENDA ITEM SECTION: Canvass

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Judge Gilbert will Administer the Oath of Office for their position on Council.

RECOMMENDATION:



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 14, 2024

PREPARED BY: Michelle Perez

AGENDA CONTENT: Administer Oath of Office to Tanner Sartin, Council Member Position No. 5 by Angleton Municipal Court Judge Jeffrey Gilbert.

AGENDA ITEM SECTION: Canvass

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Judge Gilbert will Administer the Oath of Office for their position on Council.

RECOMMENDATION:



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 14, 2024

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action to approve Resolution No. 20240514-005 Calling a Runoff Election for place No. 3 of the Angleton City Council for a term of two years; to be held June 15, 2024.

AGENDA ITEM SECTION: Canvass

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

A resolution calling for a June 15 runoff resulting from the May 4 General Election for Council position No. 3, between candidates Blaine Smith and Terry Roberts.

RECOMMENDATION:

Approve the Resolution

RESOLUTION NO. 20240514-005

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS CALLING A RUNOFF ELECTION FOR THE DATE OF JUNE 15, 2024; ESTABLISHING THE PROCEDURE; AND PROVIDING FOR OTHER RELATED MATTERS RELATED THERETO.

WHEREAS, on May 04, 2024 an election was held for the purpose of electing three (3) Council Members by position, from the City at large, for Council Member, Position One (1); Council Member, Position Three (3); and Council Member, Position Five (5), for a term of two (2) years; and

WHEREAS, Section 5.06 of the Angleton City Charter requires that a candidate for each office receive a majority of votes cast in the election shall be declared elected.

WHEREAS, no candidate received a majority of the votes for Council Member, Position Three (3) and therefore, a runoff election must be called; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:

SECTION 1. The Council finds that all of the recitals contained in this resolution are true and adopts them as findings of fact by this governing body; and.

SECTION 2. The Runoff Election be called for and held on Saturday, June 15, 2024, to elect Terry Roberts or Blaine Smith to the position of Council Member, Position Three (3) for a term of two (2) years.

SECTION 3. All person legally qualified to vote according to the laws of the State of Texas and the Charter of Angleton, Texas shall be entitled to vote in said runoff election.

SECTION 4. The order of the candidates' names on the ballot of the resulting runoff election shall be the relative order of names on the original election ballot and in compliance to Election Code Sec. 52.094.

SECTION 5. Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Texas Election Code*, the *Federal Voting Rights Act of 1965, as amended*, and the *City Charter* in all respects. Notice of the election shall be made by publishing the Notice of Election, in both English and Spanish, at least one time, in a newspaper of general circulation published within the City; and by posting of the notice on the bulletin board used for posting notices of meetings of City Council at City Hall.

SECTION 6. The ballots for the election shall comply with the *Texas Election Code* and be in the form provided by the City to the Brazoria County Election Officer for use on the voting devices and ballots used by Brazoria County.

SECTION 7. The Brazoria County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Agreement and the law governing the holding of general elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Texas Election Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

SECTION 8. Early voting, both by personal appearance and by mail, will be conducted by the Brazoria County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Brazoria County Election Officer as described in “Exhibit A”. Early voting shall commence on Monday, June 03, 2024, and continue through Tuesday, June 11, 2024, and early voting polls shall remain open for the time specified by the *Texas Election Code*. Early voting shall also be held at any time and location authorized by the Brazoria County Election Officer. Early voting by City residents may be conducted at any Brazoria County early voting location and any location exclusively designated by the Brazoria County Election Officer.

SECTION 9. The election precincts for the election shall be the election precincts established by Brazoria County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Brazoria County, as described in “Exhibit A”. Voting by City residents may be conducted at the Brazoria County voting location that is exclusively designated by the Brazoria County Election Officer for City residents. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Brazoria County will be provided by precinct and the Brazoria County Election Officer shall tabulate and provide the election returns for the election.

SECTION 10. The Runoff election shall be conducted in accordance with state law, this Resolution, and the 2024 Joint Election Agreement and Contract for Election Services with Brazoria County approved by the City Council.

SECTION 11. The City Secretary is authorized and directed to take all actions necessary to comply with the provisions of the Texas Election Code, the City Charter, and City Code of Ordinances in carrying out and conducting the election and run-off election if necessary, whether nor not expressly authorized by this Order. Pursuant to the Election Agreement between Brazoria County and the City, the Brazoria County Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Agreement. The Brazoria County Election Officer shall give the notices required by the *Texas Election Code* to be given for the election not required to be given by the City under the Election Agreement.

SECTION 12. It is hereby found and determined that *The Facts* is a newspaper published within the City of Angleton, Texas; is a newspaper of general circulation within the City; and is the official newspaper of the City of Angleton. The City Secretary is hereby authorized and directed to cause notice to be given as directed in above in Section 4. Further orders are reserved until the returns of the election are made by the duly authorized election officials and received by this body.

SECTION 13. The election shall be held and conducted by the Brazoria County Election Officer in compliance with the *Texas Election Code* and the Election Agreement.

SECTION 14. This Resolution shall be effective immediately upon adoption.

SECTION 15. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551 of the Texas Government Code*.

PASSED AND APPROVED THIS THE 14TH DAY OF MAY 2024.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

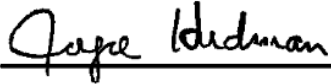
Early voting by personal appearance will be conducted at the following locations:

Angleton.....East Annex, 1524 E Mulberry

DATES AND HOURS:

June 3-8.....8 AM – 5 PM

June 10-11.....8 AM – 5 PM



Early Voting Clerk

AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

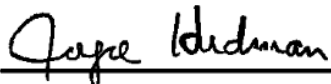
La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

Angleton.....East Annex, 1524 E Mulberry

FECHAS Y HORAS

3-8 de junio8 AM – 5 PM

10-11 de junio8 AM – 5 PM



Secretaria de la Votación Adelantada



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 14, 2024
PREPARED BY: Colleen Martin
AGENDA CONTENT: Presentation of employee service award.
AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

Presentation of employee service award to Luis Delgado for five years of dedicated service to the City of Angleton.

RECOMMENDATION:

Presentation of Service Award.



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 14, 2024

PREPARED BY: Michelle Perez

AGENDA CONTENT: Ceremonial Presentation for the retirement of Chief Lucille Maes, Angleton Area Emergency Medical Corps.

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Chief Lucille Maes is retiring in June after 35 years that includes her volunteer and paid years.

Lucille volunteered for 1 ½ years and then hired as the first full-time paid employee. She has been Chief for almost 30 years.

RECOMMENDATION:

N/A



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/14/2024

PREPARED BY: Jason O'Mara, Assistant Director of Parks and Recreation

AGENDA CONTENT: Ceremonial Presentation of the May 2024 Keep Angleton Beautiful Yard of the Month and Business of the Month.

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

Tracy Delesandri, Keep Angleton Beautiful Chairwoman, will present Yard of the Month to Will and Rhonda Clark at 200 E Bronco Bend Drive and Business of the Month to Angleton Christian School at 976 Anchor Road.

RECOMMENDATION:

Staff recommends City Council acknowledge the YOM and BOM with a plaque, picture, and KAB gift for their beautification efforts.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/14/2024

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action to waive fees for the Juneteenth Mass Gatherings permit and authorize use of Bates Park pavilion.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: NA

FUNDS REQUESTED: TBD

FUND: TBD

EXECUTIVE SUMMARY:

The Juneteenth Celebration Committee submitted a Mass Gatherings Permit for their annual Juneteenth Celebration scheduled for June 15, 2024, from 11 am – 8:30 pm and requested the City of Angleton waive the fees associated with the Mass Gatherings Permit and authorize use of Bates Park pavilion.

Food will be free for patrons and a DJ and band will be onsite. Music will be played from 5 pm -8:30 pm. The event will consist of about 400-500 people, a fish fry, local vendors, food vendors, moonwalks, fire department participation, and a parade that will commence at 3 pm at Pizza Hut and conclude at Bates Park. However, the community starts arriving at Bates Park at 11 am.

Additionally, the Parks Division has historically provided additional trashcans and trashcan liners for the event and last year City departments were represented.

RECOMMENDATION:

Staff recommends City Council waive fees for the Juneteenth Mass Gatherings permit and authorize use of Bates Park pavilion.

SUGGESTED MOTION:

I move we approve to waive fees for the Juneteenth Mass Gatherings permit and authorize use of Bates Park pavilion.

**CITY OF
ANGLETON**
Mass Gathering
Application

Event Name: JUNETEENTH CELEBRATION

Mass Gathering Permit Application

To be filed at least 45 days before the mass gathering date.

***** Form must be complete in its entirety. Incomplete forms will be rejected.**

PROMOTER

Promoters Name: JUNETEENTH CELEBRATION COMMITTEE

Company: JUNETEENTH CELEBRATION COMMITTEE

Primary Phone: (832) 921 - 1744

Secondary Phone: (_____) _____ - _____

Address: P.O. BOX 1465, CLUTE, TX 77531

Email Address: _____

Name of the Event: JUNETEENTH CELEBRATION

SUBMIT FINANCIAL STATEMENT THAT REFLECTS THE FUNDS BEING SUPPLIED TO FINANCE THE MASS GATHERING AND EACH PERSON SUPPLYING THE FUNDS.

PROPERTY

Property Owner Name: CITY OF ANGLETON

Phone: 979-849-4364 X4101

Address: 700 BATES PARK, ANGLETON, TX 77515

Email Address: MMAINER@ANGLETON.TX.US

The 911 address of the property on which the event will be held: 700 BATES PARK, ANGLETON, TX 77515

SUBMIT CERTIFIED COPY OF THE AGREEMENT BETWEEN PROMOTER AND PROPERTY OWNER.

Description of location (consider attaching a diagram and/or area map):

CITY PARK

Address of mass gathering : 700 BATES PARK, ANGLETON, TX 77515

Dates of proposed gathering: JUNE 15, 2024

EVENT INFORMATION

Event time from: 11 am pm on 6 / 15 / 24 until 8 am pm on 6 / 15 / 24

Expected number of attendees: UNKNOWN

Maximum # of persons the promoter will allow to attend: UNKNOWN

Will alcohol be served at the event? _____ Yes No

Will minors be attending the event? Yes _____ No

If minors will be attending the event, provide a description of the promoter's preparations for supervising minors who may attend the event.

PARENTS WILL BE RESPONSIBLE FOR DEPENDENT SUPERVISION

Performers:

Name and address of each performer who has agreed to appear at the mass gathering:

NONE

Name and address of each performer's agent: NA

SUBMIT A DESCRIPTION OF THE TERMS OF THE AGREEMENT BETWEEN THE PROMOTER AND THE PERFORMER

HEALTH AND SANITATION COMPLIANCE:

Following the minimum standards of the Texas Administrative Code, Title 25, Section 265.3 (water supply, toilet facilities, vector control, solid waste facilities, noise control, food sanitation, medical and nursing care and final site clean-up)

Describe the water supply, meeting minimum standards noted above:

THE GROUP WILL USE PUBLIC WATER SUPPLY VIA RESTROOMS IF NEEDED

Describe the Toilet facilities, meeting minimum standards noted above:

THE GROUP WILL USE PUBLIC RESTROOMS DURING PARK HOURS OF OPERATION

Describe Vector Control, meeting minimum standards noted above:

NA

Describe the steps taken to ensure minimum health/sanitation standards will be maintained during the gathering, including the names of the solid waste haulers and liquid waste haulers, with their phone numbers and specify the frequency that the solid and liquid waste will be picked up:

ONSITE TRASH RECEPTACLES WILL BE USED AND ADDITIONAL CANS AND LINERS WILL BE PLACED BY PARKS STAFF.

Describe Noise Control, meeting minimum standards noted above, ensuring that noise levels from the event do not exceed 70 decibels measured at the perimeter of the mass gathering site: DJ AND BAND WILL PLAY 2PM-8:30PM

Food and Beverage Services:

The promoter must attach a list of all permitted mobile food vendors and temporary food service vendors, including vendors providing bar services.

The promoter shall ensure all temporary food service permit applications are submitted to the City Health Authority at least ten (10) days before the event. All food vendors must hold a City Food Vendor Permit.

Food and Beverage Safety Requirements – All vendors will be subject to fire and health inspections and must meet the minimum standards noted above.

Describe the steps taken to ensure the physical health/safety of the persons attending:
ALL TEMPORARY FOOD VENDORS WILL FILE FOR THE APPROPRIATE FOOD

PERMIT AT CITY HALL FOR COMPLIANCE.

Describe the preparations taken to provide adequate medical/nursing care to include the total number of Emergency Medical Personnel and their qualifications, including a copy of a contract between the promoter and ambulance service indicating the number of ambulances, emergency first aid stations and emergency personnel to be on site at the mass gathering and a written plan for evacuation of sick or injured persons to be approved by the City Health Authority, meeting the minimum standard for medical and nursing care noted above:

LOCAL FIRST RESPONDERS WILL BE CALLED IF NECESSARY.

Final Site Clean Up Plan

The promoter must include a site clean-up plan for returning the site to it pre-event condition, meeting the minimum standards for final site clean up noted above.

SECURITY AND PUBLIC SAFETY COMPLIANCE:

Following the minimum standards of the Texas Administrative Code, Title 37, Chapter 1, Subchapter L, Section 1.161-1.169,

Describe the method promoter will use to ensure maximum number of attendees is not exceeded:
THIS IS A COME AND GO EVENT SO MAX OCCUPANCY IS NOT AN ISSUE AT THIS EVENT.

Describe the preparations you will take to provide traffic control and physical security, including a copy of a contract or agreement between the promoter and the City of Angleton Police Department and/or Brazoria County Sheriff’s Department listing the exact number of off-duty police officer and deputies to be on site at the mass gathering, submitting a security plan and how security will be handled for the event:

PARTICIPANTS WILL BE ASKED TO FOLLOW ALL TRAFFIC LAWS AND PARK IN DESIGNATED PARKING AREAS. ANGLETON PD WILL BE ASKED TO DO DRIVE THROUGH THE PARK.

Describe the steps you will take to ensure that the mass gathering will be conducted in an orderly manner:

JUNETEENTH CELEBRATION COMMITTEE WILL COMMUNICATED TO PARTICPANTS AND ADVERTISE IN ADVANCE SPECIFIC SAFETY PROTOCOL.

SUBMIT PLAN TO ADDRESS HAZARDOUS CONDITIONS, INCLUDING, BUT NOT LIMITED TO EVACUATION, CANCELLATION OR DELAY OF THE MASS GATHERING.

Identify the locations on the grounds where promoter or representative will be available at all times during the event:

BATES PAVILION

If applicable, provide a copy of contract with licensed company or individual providing fireworks or pyrotechnic display. Must be permitted and approved by Fire Marshal.

COMPREHENSIVE SCALED SITE PLAN MUST BE SUBMITTED SHOWING THE COMPLETE LAYOUT OF THE PROPERTY, INCLUDING THE FOLLOWING:

INFORMATION THAT MUST BE SHOWN ON THE SITE PLAN

1. Tents, identified with description of use and size;
2. Generators (marked with "G");
3. Access points, including ingress and egress from each area, tent, lounge, etc.;
4. Location of emergency medical services personnel;
5. Location of each emergency aid station (marked with red+);
6. Location of promoter's headquarters;
7. All stage locations with description of use and size;
8. All food preparation and food service locations;
9. All water supply locations, marked with blue "W";
10. All hand-washing and drying facilities that will have running water;
11. All solid waste collection locations;
12. Location of each toilet, labeled "Men" or "Women" and a description of the type of toilet;
13. Location of any hazards on the property such as streams, ponds, steep or uneven terrain;
14. Location and number of officers providing traffic control;
15. Location and capacity of on-site parking, including location and capacity of parking for recreation vehicles;
16. Routes for ingress/egress for attendees;
17. Routes for emergency access ingress/egress;
18. Location and description for traffic control signage; and
19. Locations for lighting.

INDEMNIFICATION PROVISION

THE PROMOTER AGREES TO INDEMNIFY AND HOLD THE CITY OF ANGLETON, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND DAMAGES TO PERSONS OR PROPERTY ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THE MASS GATHERING.

Information True and Correct

The undersigned promoter affirms that all of the information provided or to be provided by the promoter is true and correct.

Promoter: Quineteenth Celebration Committee
By: ADA Pierce
Signature: ADA Pierce Printed Name
Title: Coordinator
Date: 4/16/24

WHEN APPLICATION IS COMPLETE, TURN APPLICATION AND ALL REQUIRED DOCUMENTS IN TO THE CITY MANAGER AT 121 S. VELASCO, ANGLETON, TEXAS.

FOR OFFICE USE ONLY:

Angleton Police Department:

Approved or Denied

By: Lupe Valdez
Name: Lupe Valdez
Signature: [Signature] Date: 4/17/24
Notes: _____

Angleton Health Authority:

Approved

or

Denied

By:

Name: Kyle Reynolds

Signature: [Signature]

Date: 4/16/24

Notes: DS will issue all the temp. food permits

Angleton Fire Marshal:

Approved

or

Denied

By:

Name: Roy Hernandez

Signature: [Signature]

Date: 4/16/24

Notes: _____

BATES PARK

700 BATES PARK ROAD

Pavilion #2
with 2 tables

Restroom

Basketball
Pavilion

Pavilion #1
with 2 tables

Playground

DICKEY PARK



PARKING LOT

Item 9.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/14/2024

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action to approve the proposal from Techline Sports Lighting for the installation of LED lighting at BG Peck Soccer Complex and authorize the City Manager to execute the agreement.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$250,000.00

FUNDS REQUESTED: \$176,000.00

FUND: TBD by ABLC

EXECUTIVE SUMMARY:

On Monday, January 9 Angleton Better Living Corporation approved the proposal from BuyBoard vendor, Techline Sports Lighting, for the installation of three poles, LED lights, and associated electrical work for field nine at BG Peck Soccer Complex. Additionally, LED lighting fixtures will be installed facing south on new and existing poles to help illuminate adjacent soccer fields.

On December 19, 2023, staff contacted the Angleton Soccer Club President to determine if the Angleton Soccer Club Board would like to contribute funds to the project. The Angleton Soccer Club Board will revisit funding when the Angleton Better Living Corporation decides on lighting and field drainage funding. Angleton Soccer Club may devote additional funds towards field drainage as field drainage is their top priority.

Enclosed in your agenda packet is a proposal by Techline Sports Lighting, a service agreement approved by Randall Law Office, and required verification forms.

RECOMMENDATION:

Staff recommends City Council approve the proposal from Techline Sports Lighting for the installation of LED lighting at BG Peck Soccer Complex and authorize the City Manager to execute the agreement.

RECOMMENDED MOTION:

I move we approve the proposal from Techline Sports Lighting for the installation of LED lighting at BG Peck Soccer Complex and authorize the City Manager to execute the agreement.

**AGREEMENT FOR INSTALLING LED FIELD LIGHTS AT BG PECK
SOCCER COMPLEX**

This Agreement (Agreement), dated effective _____ (Effective Date), is entered into by and between the City of Angleton, Texas ("City"), a municipal corporation, and Techline Sports Lighting, LLC (Contractor). City and Contractor agree as follows:

1. **SERVICES**. Contractor will perform the scope of services (Services) as described in the February 16, 2024 Techline Sports Lighting proposal attached and incorporated as Exhibit "A" contractor will install field lighting at BG Peck Soccer Complex to the satisfaction of the City.
2. **TERM**. The term (Term) of this Agreement will begin on April _____, 2024 and will expire within (10 weeks) or 70 days, unless both parties agree to an extension or sooner terminated.
3. **FEES; PAYMENT**. The total amount of payment by City to Contractor is \$176,000.00 one hundred seventy-six thousand and 00/100 Dollars. To the extent that the Services described in Exhibit A may be taxable pursuant to §151.0101, the City is exempt from Texas Sales & Use Tax on goods and services in accordance with §151.309, Tax Code, and Title 34 Texas Administrative Code §3.322(c)(5), and is not required to provide a tax exemption certificate to establish its tax-exempt status. Subject to and in accordance with Chapter 2251.021(a)(3), Government Code, all fees will be paid within thirty days of receiving the Contractor's invoice. The invoice shall include the period of service, itemized services provided, and determined amount.
4. **RELATIONSHIP OF THE PARTIES**. Contractor is an independent contractor and is not an employee, partner, joint venturer, or agent of the City. Contractor will not bind nor attempt to bind the City of Angleton to any agreement.
5. **WARRANTIES AND REPRESENTATIONS**.
 - 5.1. Compliance with Laws and Policy. Contractor will comply with (a) all applicable federal, and state laws and City of Angleton ordinances (Applicable Laws. Neither Contractor, nor anyone acting for a firm, corporation or institution represented by Contractor, has (1) violated the antitrust laws of the State of Texas (ref. Chapter 15, Business and Commerce Code), or federal antitrust laws, or (2) communicated directly or indirectly the content of Contractor's response to any City procurement solicitation to any competitor or other person engaged in a similar line of business during the procurement process for this Agreement.
 - 5.2. Performance. Contractor warrants that it will perform the Services in a good and workmanlike manner and in accordance with commercially reasonable standards of Contractor's profession or business.
 - 5.3. Legal Name. Contractor represents and agrees that this Agreement reflects Contractor's full and correct legal name.

5.4. Ethics Matters; No Financial Interest. Contractor and its officers, employees, agents, representatives and permitted subcontractors (Contractor Parties) have read and understand the City's Conflicts of Interest policy. Contractor represents and warrants that no city employee or city public official has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

6. **WORK MATERIAL.** All drawings, specifications, plans, computations, data, photographs, records, models, statements, reports, and other deliverables or materials prepared or produced by Contractor Parties in connection with the Services (Work Material), whether or not accepted or rejected by the City, are the property of the City and for the City's exclusive use and re-use at any time without further compensation and without any restriction.

Contractor grants and assigns to the City of Angleton all rights in and claims to the Work Material and will cooperate with the City in obtaining or enforcing the City's rights and claims. Contractor will not use the Work Material except as expressly authorized by this Agreement. Contractor will not apply for any copyright, patent or other property right related to the Work Material.

7. **Public Information.** The City adheres to Applicable Laws (including opinions of the Texas Attorney General) related to disclosure of public information under Texas Public Information Act (TPIA). In accordance with §552.002 of TPIA and §2252.907, Government Code, at no additional charge to the City, Contractor will make any information created or exchanged with the City pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by the City that is accessible by the public.
8. **TRANSFER PROHIBITED.** Contractor's interest in this Agreement may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, without the express written consent of the City of Angleton.
9. **INSURANCE.** CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT CITY DOES NOT MAINTAIN AND WILL NOT OBTAIN INSURANCE OF ANY TYPE TO PROTECT CONTRACTOR AGAINST ANY LOSS, DAMAGE OR INJURY THAT MAY IN ANY WAY RESULT FROM CONTRACTOR'S PERFORMANCE OF THE SERVICES. CONTRACTOR HEREBY RELEASES CITY FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR COSTS RELATING TO THE PERFORMANCE OF THE SERVICES, CITY'S USE OF THE WORK MATERIAL, THE CITY'S RELIANCE ON THE SERVICES. CONTRACTOR AGREES IT SHALL PROVIDE TO THE CITY ALL CERTIFICATES OF INSURANCE REQUIRED NAMING THE CITY AS AN ADDITIONAL INSURED; INCLUDING COMPREHENSIVE GENERAL LIABILITY COVERAGE, WORKER'S COMPENSATION ACCORDING TO STATUTORY LIMITS OR EMPLOYER'S LIABILITY, AUTO COVERAGE AND ANY OTHER INSURANCE REQUIRED BY CITY.

10. **INDEMNITY**. CONTRACTOR WILL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, EMPLOYEES, DIRECTORS, REPRESENTATIVES AND AGENTS, FROM AND AGAINST ALL LIABILITIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS (LEGAL OR EQUITABLE), AND COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING CLAIMS), OF ANY KIND OR NATURE, ARISING FROM CONTRACTOR'S PERFORMANCE OF THE SERVICES THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION, OR WILLFUL MISCONDUCT, OF CONTRACTOR OR ANY CONTRACTOR PARTIES FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY.
11. **FORCE MAJEURE**. Neither party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control.
12. **TERMINATION**. CITY may terminate this Agreement with or without cause upon five (5) days prior written notice to Contractor. City will pay Contractor for Services satisfactorily performed through the date of termination. Notwithstanding any provision to the contrary, the City will not pay Contractor Fees or reimburse Travel Expenses incurred after the date Contractor is given notice that Contractor could have avoided or mitigated.
13. **NOTICES**. Any notices, consents, approvals or other communications required under this Agreement will be in writing, and sent via certified mail, hand delivery, overnight courier, fax or email. Notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, fax or email, when received:

City: City of Angleton, Texas
 121 Velasco
 Angleton, Texas 77515
 City Manager, Chris Whittaker
 Telephone: 979-849-4364 ext. 2112
 Email: cwhittaker@angleton.tx.us

Contractor: Mark Reynolds
 Techline Sports Lighting, LLC
 15303 Storm Drive
 Austin Texas 78734
 Telephone: 800-500-3161
 Email: mark@sportlighting.com

or other person or address given in writing by either party in accordance with this Section.

14. **ENTIRE AGREEMENT; EXTERNAL TERMS; AMENDMENT.** This Agreement (including exhibits and schedules which are attached and incorporated for all purposes) states the entire agreement and understanding between the parties, supersedes all prior agreements, written or oral, between the parties with respect to the subject matter of this Agreement, and prevails over and replaces all other agreements including any other terms displayed in any format that the City and the Parties may have exchanged or discussed, concerning Contractor's performance of the Services (External Terms). Prior agreements and External Terms are null and void and will have no effect, regardless of whether the Parties agreed to the prior agreements or External Terms. This Agreement is binding on the parties, their successors and assigns, and may not be amended except by writing signed by authorized representatives of both parties.

15. **ADDITIONAL PROVISIONS**

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

15.2. **DISPUTE RESOLUTION.** To the extent applicable by law, any controversy or claim arising out of or relating to this Agreement or the Agreement documents or any breach thereof shall be settled by mediation as agreed to by the parties in Brazoria County, Texas.

16. **CHANGES IN THE WORK** CUSTOMER MAY REQUEST CHANGES IN WORK CONSISTING OF ADDITIONS, DELETIONS OR MODIFICATIONS, WHEREBY, THE CONTRACT PRICE, CONTRACT TIME AND/OR PERFORMANCE GUARANTEE SHALL BE ADJUSTED ACCORDINGLY. SUCH CHANGES IN THE WORK SHALL BE AUTHORIZED BY WRITTEN CHANGE ORDER THAT SHALL BE MUTUALLY AGREED TO AND SIGNED BY CUSTOMER AND CONTRACTOR.

17. **PAYMENTS AND COMPLETION**

17.1. Payments shall be made as provided in Article 3 of the Contract.

17.2. Payments may be withheld on account of (1) Defective Work not remedied or (2) repeated failure to carry out the Work in accordance with the Contract Documents. "Defective Work" shall mean any deficiency in or arising out of the design, specifications, surveying, planning, or supervision of the construction that is the result of (a) the use of defective materials, products, or components in the construction; (b) a violation of a building code applicable by law to the construction; (c) a failure of the design to meet the professional standards of care applicable at the time of approval of the design; or (d) a failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.

17.3. Upon Substantial Completion of the Work or any portion of the Work, Contractor will issue City a Substantial Completion Letter for the applicable Work. For the purposes of this Agreement, Substantial Completion means the stage where the progress of the Work or designated portion is completed following the Scope of Work such that the City can utilize the Work for its intended purpose.

- 18. **PROTECTION OF PERSONS AND PROPERTY** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby, (2) the Work and materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. Contractor agrees to perform the work and travel on city streets as directed in the manner directed by City and in compliance with all State laws and City Ordinances. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss.
- 19. **Severability**. Any provision of this Agreement, which is invalid or unenforceable in any jurisdiction, shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

Mark Reynolds

Mark Reynolds, Techline Sports Lighting, LLC

April 17th, 2024

Date

Chris Whittaker, City of Angleton City Manager

Date

EXHIBIT "A"

SCOPE OF SERVICES

BACKGROUND

This is a contract with the City of Angleton for the installation of LED field lights at BG Peck Soccer Complex.

SCOPE OF WORK

See attached Techline Sports Lighting Proposal for BG Peck Soccer Complex 709 Kelly Blvd - LED field lights Installation dated January 18, 2024.

Purchasing Co-Op / Contract #:	BuyBoard Contract #: 677-22 (Expires 9/30/24)
Project Name:	B.G. Peck Soccer Complex
Project City-State:	Angleton, TX
Quote Date:	1/18/2024
Type of Field(s):	**REVISED OPTION #1** - SINGLE SOCCER FIELD #9
Photometrics Per Design #:	38FC Avg. Light Level / Design #23-9239-SC
Security Lighting	INCLUDES TWO ADDITIONAL FIXTURES FOR SECURITY LIGHTING
Warranty:	Includes Our 10 Year Maintenance <u>FREE</u> Warranty

Quantity	Description
3	70 Foot Mounting Height Steel Poles (H)
2	6 Fixture Crossarms
1	7 Fixture Crossarms
2	6 Fixture Crossarms (Retrofit)
1	7 Fixture Crossarms (Retrofit)
38	TSL800W LED w/ Standard Visor
38	TSL800W 20" Extended Visor
1	Synapse Wireless Control Hub w/ 10 Years BASIC Remote Access (Cellular Connection provided by Synapse)
38	Prewiring for Poles and Crossarms (Dimming Controls - Synapse Controls)

<p>Project Notes:</p> <ul style="list-style-type: none"> > Price includes all materials listed above (excluding adders & deducts). > Price includes delivery to jobsite. > Price firm for 30 days. > Allow 4-6 weeks for delivery. > Price does NOT include SALES or USE taxes. > All work to be performed that requires a license, including but not limited to electrical & plumbing will be performed by individuals currently licensed in the proper jurisdiction.
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<p>Warranty Notes:</p> <ul style="list-style-type: none"> > Seller warrants that Equipment furnished or manufactured by Seller will be free from defects in material and workmanship for a period - of .10 years from date of shipment. > Seller will replace any defective material for the entire 10 year period. > Techline will make every effort to maintain any component of our sports lighting system for the entirety of the warranty period.

<p>TURNKEY Installation Notes:</p> <ul style="list-style-type: none"> > Allow 2-3 weeks for Turnkey Installation. > Pole locations must also be accessible with standard lift and not obstructed by fencing, buildings, etc. (<i>special lift & matting charges not included</i>) > Standard turnkey install foundations assume 2000psi soil conditions. There was not a Geotech Report provided to Techline prior to this Proposal. Therefore this Proposal includes our "Standard" pole foundations for 70' poles (36" diameter x 11' deep). > (<i>Any other conditions that may be present upon installation (i.e. rock, water, etc.) that cause additional foundation design or modification - (i.e. rebar, casing, etc.) may require additional charges.</i>) <p>INCLUDES:</p> <ul style="list-style-type: none"> ✓ Demolition & Disposal of existing sports lighting system / fixtures. ✓ Auguring pole foundation holes, setting all pole stubs in holes, center/plumb/brace and backfill with 3000psi concrete Build out pole tops including mounting cross arm assemblies, mount & wire all fixtures in place, crane rental to set all pole tops in place on the new poles. Mount new clamp-on retrofit cross arms onto the backside of (3) existing poles with (6) new LED fixtures on each arm, complete wiring into existing pole circuits at bottom of poles. ✓ Install new underground conduit and wiring to each of the (3) new poles sized accordingly. No more than 3% voltage drop shall be allowed. ✓ Complete Final Fixture aiming and make adjustments (if needed), Final Light Test on Field, commissioning of Controls, on-site control training, and final clean up. ✓ All wiring to be copper type THHN. ✓ This Proposal based on using the existing 480V 3Ø service at the north end of the complex. ✓ All permits, fees and inspections associated with the project. ✓ All electrical installation to meet National Electric Code requirements. <p>EXCLUDES:</p> <ul style="list-style-type: none"> ✗ Bid Bond, Payment & Performance Bond ✗ Electrical Engineering or Stamped Electrical Drawings <p style="text-align: center;">Total Including Turnkey Install = \$176,000.00</p>
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ANTI-BOYCOTT & ANTI-TERRORISM VERIFICATION

THIS VERIFICATION IS REQUIRED ONLY WHEN:

1. THE CONTRACT HAS A VALUE OF \$100,000 OR MORE; AND
2. THE COMPANY HAS 10 OR MORE FULL-TIME EMPLOYEES

I, Mark Reynolds, the undersigned representative of
Techline Sports Lighting, LLC (Company or Business name),

hereafter referred to as Company, and being an adult over the age of eighteen (18) years of age, verify the following on behalf of the Company named above:

- a. Nondiscrimination against firearm and ammunition industries. Company verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, Regular Session.
- b. Anti-Boycott of Energy Companies. Company verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2276, Government Code, as enacted by S.B. 13, 87th Legislature, Regular Session.
- c. Anti-Boycott of Israel. Company verifies that it does not boycott Israel and will not boycott Israel during the term of this contract, as those terms are defined by Chapter 2271, Texas Government Code, as enacted by H.B. 4170, 86th Legislature, Regular Session.
- d. Foreign Terrorist Organizations. Company verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as those terms are defined by Chapter 2252, Texas Government Code, as enacted by S.B.252, 85th Legislature, Regular Session.

Executed this 17th day of April, 2024.

Signature: Mark Reynolds

Printed Name: Mark Reynolds

Title: Regional Vice President

COVID-19 ANTI-PASSPORT VERIFICATION

THIS VERIFICATION IS REQUIRED ONLY WHEN THE CONTRACT IS PAYABLE IN WHOLE OR IN PART WITH STATE FUNDS.

I, Mark Reynolds, the undersigned representative of
Techline Sports Lighting, LLC (Company or Business name),

hereafter referred to as Company, and being an adult over the age of eighteen (18) years of age, verify the following on behalf of the Company named above:

- a. Company Certification Regarding COVID-19 Vaccination. Company certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Company's business during the term of this contract, and will not require such documentation during the term of this contract, as those terms are defined by Section 161.0085, Texas Health and Safety Code, as enacted by S.B. 968, 87th Legislature, Regular Session.

Executed this 17th day of April, 2024.

Signature: Mark Reynolds

Printed Name: Mark Reynolds

Title: Regional Vice President

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Techline Sports Lighting, LLC
Austin, TX United States

Certificate Number:
2024-1148700

Date Filed:
04/18/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Angleton

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
B.G. Park Soccer Field
Sports Lighting Materials and/or Installation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Susan Schiller and my date of birth is 6/19/82

My address is 15303 storm Drive, Austin TX 78734 USA
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 18th day of April, 2024
(month) (year)

Susan Schiller
Signature of authorized agent of contracting business entity (Declarant)

City of Angleton – B.G. Peck Soccer Complex Field #9

Date: April 17, 2024

Customer: City of Angleton

Project Description: Turnkey/Retrofit Install of (1) Soccer Field.

This installation includes the turnkey install of (3) poles, x-arm assemblies, and fixtures along with the retrofit install of (3) x-arms assemblies and fixtures on existing poles per lighting design: #23-9239-SC. **BuyBoard Contract #: 677-22**

Inclusions: All sports lighting materials (poles, crossarms, LED fixtures)
All equipment & labor required to complete the installation
Delivery
Engineered foundation designs
10 Year Warranty (covers labor and materials)

Exclusions: Bid Bond
Payment and Performance Bond
Electrical Engineering or Stamped Electrical Drawings

Total Price: \$ 176,000.00

<u>Terms of Payment:</u>	70%	\$123,200.00	Due upon receipt of materials
	30%	\$52,800.00	Due upon completion

Approval:

Chris Whittaker
City of Angleton

Mark Reynolds

Mark Reynolds - Regional VP
Techline Sports Lighting



Scale: 1 inch= 60 Ft.

*** DISCLAIMER ***
 DESIGN BASED OFF OF LATEST SATELLITE IMAGES AVAILABLE AT THE TIME OF DESIGN. ALL MESAUREMENTS/POLE LOCATIONS NEED TO BE FIELD VERIFIED FOR ACCURACY AND APPROVED BEFORE PRODUCTION CAN BEGIN."

Pole Wattage Summary	
Scene: DEFAULT	
Label	Total Watts
E1	5600
E2	4800
E3	4800
N1	5600
N2	4800
N3	4800
TOTAL	30400

Pole Summary			
Scene: DEFAULT			
Poles	Location	# Lums	MH
E1	-131.5, -131.5	7	70'
E2	-10, -131	6	70'
E3	128.5, -131.5	6	70'
N1	-131.5, 131.5	7	70'
N2	0, 131.5	6	70'
N3	131.5, 131.5	6	70'

Luminaire Schedule					
Scene: DEFAULT					
Symbol	Qty	Label	LLF	Lum. Watts	Arrangement
□	8	TSLW-EV-NLV	0.950	800	Single
□	30	TSLM-EV-NLV	0.950	800	Single

Calculation Summary											
Scene: DEFAULT											
Label	Area Size	Units	Avg	Max	Min	Max/Min	# Pts	PtSpLr	PtSpTb	CV	UG
PRACTICE SOCCER	330' x 210'	Fc	1.40	9.2	0.0	N.A.	126	30	30	1.56	2.56
SOCCER #3		Fc	38.07	44.6	30.5	1.46	77	30	30	0.09	1.36



B.G. Peck Soccer Complex
 Angleton, TX
SOCCER - 35 FC
24-0193-SC-AGI

1. THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS. SITE DETAILS PROVIDED HEREON ARE REPRODUCED ONLY AS A REFERENCE AND FIELD CONDITIONS MAY SIGNIFICANTLY AFFECT PREDICTED PERFORMANCE. PRIOR TO INSTALLATION, OBTAIN ALL NECESSARY PERMITS, REGULATIONS, ORDINANCES, AND LOCAL CODES. VERIFY ALL DIMENSIONS, OBSTRUCTIONS, AND UTILITIES. VERIFY ALL DIMENSIONS, OBSTRUCTIONS, AND UTILITIES. VERIFY ALL DIMENSIONS, OBSTRUCTIONS, AND UTILITIES. VERIFY ALL DIMENSIONS, OBSTRUCTIONS, AND UTILITIES.

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 Page 1 of 2
 24-0193-SC-AGI



B.G. Peck Soccer Complex
 Angleton, TX
SOCCER - 35 FC
24-0193-SC-AGI

1. THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS. SITE DETAILS PROVIDED HEREON ARE REPRODUCED ONLY AS A REPRESENTATION AND FIELD CONDITIONS MAY SIGNIFICANTLY AFFECT PREDICTED PERFORMANCE. PRIOR TO INSTALLATION, OBTAIN ALL NECESSARY PERMITS, REGULATIONS, ORDINANCES, MOUNTING HEIGHT, ETC. SHOULD BE COORDINATED WITH THE CONTRACTOR AND/OR SPECIFIER RESPONSIBLE FOR THE PROJECT.
 2. LUMINAIRE DATA IS TESTED TO INDUSTRY STANDARD UNDER LABORATORY CONDITIONS. OPERATING VOLTAGE AND NOMINAL MANUFACTURING TOLERANCES OF AMPS, BALLASTS, AND LUMINAIRE MAY AFFECT FIELD RESULTS.
 3. COMPLIANCE TO FACILITY CODE AND OTHER LOCAL REQUIREMENTS IS THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.

DRAWN BY: AMP
 Date: 4/25/2024
 SCALE: 1:40
 Page 2 of 2
 24-0193-SC-AGI



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 14, 2024

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action to approve an Interlocal Cooperation Contract with the Texas Department of Public Safety for the Failure to Appear Program.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Due to changes occurring in the 88th Legislative Session, the Texas Department of Public Safety (DPS) revised the Failure to Appear (FTA) contract (ICC). A newly signed contract is needed to continue to participate in the FTA program. It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

The FTA contract with DPS is needed to continue to place holds on defendants driver's licenses who fail to appear in court.

This has been reviewed and approved by legal.

RECOMMENDATION:

Approve the ICC FTA

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas

County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service
Address:	5805 North Lamar Blvd., Bldg A
Address:	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email:	Driver.Improvement@dps.texas.gov
Phone:	(512) 424-7172

C. Termination.

Either party may terminate this Contract with 30 days’ written notice.

DPS may also terminate this Contract for cause if Court doesn’t comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party’s performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

<p>Court*</p> <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/>	<p>Department of Public Safety</p> <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/>
<p>Authorized Signatory</p> <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/>	<p>Driver License Division Chief or Designee</p> <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/>
<p>Title</p> <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/>	<p>Date</p> <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/>
<p>Date</p> <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/>	<p>Date</p> <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/>

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person’s title and date.



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 14, 2024

PREPARED BY: Otis T. Spriggs, AICP, Director of Development Services

AGENDA CONTENT: Discussion and possible action on a request submitted by Ellen Eby on behalf of Peach Street Farmers Market to obtain permission to close the 200 block of East Peach St. on the evenings of June 7, 2024 and June 8, 2024, from 5:00 PM-10:00 PM for the Annual Singer Songwriters Festival.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A **FUNDS REQUESTED:** N/A

FUND: N/A

EXECUTIVE SUMMARY:

As a repeat of last year, Ellen Eby, PSFM Manager Peach Street Farmers Market has submitted this request for permission to close the 200 block of East Peach Street on the evenings of June 7th and June 8th, from 5:00 PM -10:30 pm.

Ms. Eby requests a noise ordinance permit for the two evenings of music, where she states they typically do not exceed the noise level requirements, as most of their musicians are single individuals. Even though this year, they may have one act that is a band, they still do not expect excessive noise. They do, however, want the City's blessings on the event, and request the variance/permit out of an abundance of caution.

Ellen Eby, PSFM Manager, on behalf of Peach Street Farmers Market has submitted two (2) requests of Council.

1. Request for permission to close the 200 block of East Peach St. on the evenings of June 7, 2024 and June 8, 2024, from 5:00 PM-10:30 PM for the Annual Singer Songwriters Festival (Night Jams). **Staff alerts Council of the 10:00 PM cutoff as applied to Concert in the Park, and recommend out of consistency that 10:00 PM be approved as the end time.**
2. Request for a waiver of the noise ordinance restriction for the two evenings of music on June 7, 2024 and June 8, 2024, from 5:00 PM-~~10:30 PM~~ **10:00 PM (recommended).**

RECOMMENDATION:

The City Council should grant the requested two permissions for the Annual Singer Songwriters Festival, June 7, 2024 and June 8, 2024, from 5-10:00 PM at the Peach Street Farmers Market, for E. Peach Street closure and a noise ordinance waiver as described.



AGENDA ITEM SUMMARY FORM

MEETING DATE: May 24, 2022

Otis T. Spriggs, AICP, Director of Development Services

AGENDA CONTENT: Discussion and possible action on the approval and execution of an interlocal agreement between the City of Angleton and South Central Planning and Development Commission (SCPDC) through its agent, The Capital Area Council of Governments (CAPCOG), for the provision of My Government Online software for the Development Services Department.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED: \$20,000

FUND: General Fund, Administration, Professional Services 01-500-417

EXECUTIVE SUMMARY:

This item is a request for approval to allow the City Manager to renew the executed an interlocal agreement with South Central Planning and Development Commission (SCPDC) through its agent, The Capital Area Council of Governments (CAPCOG) for the provision of My Government Online software for the Development Services Department, which is due to expire May 24, 2024.

Development Services staff researched several different types of software providers and software capabilities and identified the My Government Online software to be the most compatible with the department's needs and most capable of supporting the breadth of all areas of work within the Development Services Department which include, but are not limited to, short term responsibilities such as permitting and inspections, code enforcement, health inspections, etc. as well as long term responsibilities such as zoning change requests, variance requests, and plan reviews.

My Government Online software will not only support the dynamic areas of departmental responsibilities, but also offers end-user interfacing and workflow management that can be fully operated via software application, thus we anticipate will increase output and reduce process times for staff and end users by providing notification when processes are complete (for example, notification to applicant of inspection outcome).

Future steps that will need to be in place to offer the highest tier of service, will include a user kiosk for public use at City Hall that will promote paperless work processes. Additionally, staff will need an additional 3 field tablets to enable field operation in real time. Support devices are included in the Fiscal Year 2023 – 2024 budget request.

Per the City of Angleton City Charter, Part I – Home Rule Charter Angleton, Texas, Chapter 2 – Administration, Division 2 – Purchasing, Section 2-146(c), the City Manager may authorize purchases up to \$50,000. The anticipated cost associated with software procurement and implementation is anticipated to

cost no more than \$26,000, conservatively. There is no start-up cost, but the City would be responsible for reimbursing the technicians for travel costs associated with installation and training and a one-time fee for ACH transaction integration. The anticipated cost includes travel reimbursement for SCPDC technicians. After software is installed, the monthly cost for all modules is anticipated to be approximately \$1,150.00 based on the tier of issued permits, for an annual cost of approximately \$13,800.

The proposed interlocal agreement for My Government Online software has been amended by staff and reviewed by legal.

RECOMMENDATION:

Staff recommends approval.

INTERLOCAL AGREEMENT FOR LICENSING SCPDC SOFTWARE

SECTION 1. PARTIES AND PURPOSE

1.1. The Capital Area Council of Governments ("**CAPCOG**") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, Chapter 391 of the Local Government Code, as amended, and is a signatory Agent for SCPDC.

1.2. City of Angleton ("**Licensee**" or "**City**") located at 121 S. Velasco, Texas 77515 domiciled in Brazoria County, Texas.

1.3. The South Central Planning and Development Commission ("**Licensor**" or "**SCPDC**") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study to current issues affecting government, and provide services to business and citizens.

1.4. SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline ("**MGO**") software (the "**SCPDC Software**") and this contract is entered into among Licensee, and SCPDC under chapter 791 of the Government Code to license Contractor to use the SCPDC Software under certain terms and conditions. CAPCOG has been granted a limited power of attorney by SCPDC to execute this contract on SCPDC's behalf.

This **INTERLOCAL AGREEMENT** (this "**Agreement**") is entered into by and between SCPDC and Licensee, and describes the terms and conditions pursuant to which SCPDC shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

SECTION 2. DEFINITIONS

2.1 "**CONFIDENTIAL INFORMATION**" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

Proprietary Information and Texas Public Information Act: All material submitted to the City shall become public property and subject to the Texas Public Information Act upon receipt. If SCPDC does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The City will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by SCPDC, the City may choose to place such information on the City's website and/or a similar public database without obtaining any type of prior consent from SCPDC.

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that the City, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the City as to whether or not the same are available to the public. It is further understood that the City's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the City, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the City by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2 **"DOCUMENTATION"** means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

2.3 **"EFFECTIVE DATE"** means the later of the dates on which Licensee and SCPDC have both signed this Agreement.

2.4 **"EQUIPMENT"** means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 **"MAJOR AND MINOR UPDATES"** shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, MGO version X.0 (major update) and MGO version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 **"SITE"** means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 **"SOFTWARE"** means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

2.8 **"USE"** means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 **"PERMIT"** shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Cooperative Endeavor Use Agreement.

2.10 **"License Fee(s)"** shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

SECTION 3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, SCPDC grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use the SCPDC's Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the SCPDC's products known as MyGovernmentOnline. The scope of the foregoing license encompasses Licensee's internal use of SCPDC's Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of SCPDC's Software, uploading or otherwise transferring, or providing direct access to, the SCPDC's Software to any third party without SCPDC's prior written consent, including access by any third party to the SCPDC's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) **OWNERSHIP.** SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software.

If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

3.2 **DELIVERABLES.** SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of a unique username (for instance john.doe@scpdc.org) and password for each user of the system in the employ and under control of Licensee.

3.3 **COPIES.** Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

SECTION 4. LICENSE RESTRICTIONS

4.1 Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

SECTION 5. LICENSE FEE

5.1 **LICENSE FEE.** In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

5.2 **TAXES.** SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

5.3 **NO OFFSET.** Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

SECTION 6. MAINTENANCE AND SUPPORT

6.1 Licensee agrees to pay Fees according to Schedule A. For so long as Licensee is current in the payment of all fees in Schedule A, with respect to each software module, Licensee will be entitled to Maintenance and Support for each software module as set forth in Schedule C attached hereto. Upon failure to pay fees with respect to any software module SCPDC shall provide written notice to Angleton, the failure to pay shall be deemed a material breach of this Agreement and in such event SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

SECTION 7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 **LIMITED WARRANTY.** SCPDC warrants for the term of the contract from the Effective Date (the "**Warranty Period**") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "**Non-Conformance**"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. **THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.** The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any

written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 ALLOCATION OF RISK. The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

7.5 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

SECTION 8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's

prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public information request pursuant to Chapter 552, Texas Government Code, (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

SECTION 9. TERM AND TERMINATION

9.1 **TERM.** This Agreement will take effect on the Effective Date and will remain in force for a period of three (3) years thereafter. The contract will automatically renew 12-months following the end of the initial term for one additional year, unless terminated in accordance with this Agreement.

9.2 **TERMINATION.** This Agreement is terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("**Termination Events**") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

(c) This agreement is subject to the availability and appropriation of budgeted funds by the parties, and upon an occurrence of non-appropriation by either party, this Agreement shall terminate immediately.

9.3 **EFFECT OF TERMINATION.** If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) business days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination

of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee’s office and from the computer units of third-party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by the City Manager of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MGO will be available to Licensee.

SECTION 10. NON-ASSIGNMENT

10.1 Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

SECTION 11. NOTICES

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and
Development Commission
Address: 5058 West Main St.
Houma, LA 70360

To: City of Angleton
ATTN: City Secretary
Address: 121 S. Velasco
Angleton, TX 77515

AND TO:
J. Grady Randle, City Attorney
Randle Law Office, LTD, L.L.P.
Address: 820 Gessner, Suite 1570
Houston, TX 77024

SECTION 12. MISCELLANEOUS

12.1 **VIRUSES AND DISABLING DEVICES.** Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonably be withheld.

12.10 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them,

unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation with a Texas certified mediator selected by mutual agreement of the parties.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement. This provision does not prohibit a party from seeking relief in a Court of competent jurisdiction.

Venue and Governing Law: Venue of this contract shall be Brazoria County, Texas, and the law of the State of Texas shall govern.

12.11 **HEADINGS.** Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.12 **ENTIRE AGREEMENT.** This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF ANGLETON

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION, INC.
THROUGH ITS AGENT, CAPCOG

By:

By:

John Wright, Mayor

Betty Voights, Executive Director

Date

Date

Witness

Date: _____

**SCHEDULE A
INTERLOCAL CONTRACT
South Central Planning and Development Commission and Jurisdiction Government**

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

Licensee use of SCPDC's MGO System, Standard configuration, including the following modules: Permit Management, Plan Review, Inspections, Alerts and functionality that is incorporated into MGO System and not identified as a separate chargeable option. Inspection Anywhere System, Standard Configuration.

Specific system capabilities will support the following departmental activities with end-user interfacing:

- Permitting and building inspections- "e-ticket" generation to request inspections sent directly to the inspectors
- Health inspections of restaurants and food service providers - Restaurant owner or manager can retrieve prior inspection reports and see pass/fail information.
- Code Enforcement - generation of "e-ticket" for citizen to submit concern, system support to provide Code Enforcement officer to correspond with resident and document enforcement actions.
- Rental registrations and inspections
- Subdivision development
- Plat applications and processing
- Re-Plat applications and processing
- Variance requests
- Re-Zoning requests
- Other issues - City Hall facility maintenance, pre-development meetings, facilitating Planning & Zoning Commission meetings, providing reports to Boards, Commissions, and City Council, responding to open records requests consistent with FOIA, hosting pre-construction meetings, processing and approving right-of-way user permits, etc.

System attributes include the following features:

- Paperless operation
- 100% system data storage support
- Ability to export data reports
- Customer interface, so that external users can access information such as building and health inspection pass/fail info and reports and payment information.
- workflow progression in real time marked by user.
- Ease of system integration when City converts to new accounting system.
- Ability to reconcile financial info between development services software and city's accounting system.
- Plan for data input and storage during system conversion and migration of historical data.
- System should be implemented in a manner that supports continuous improvement, should expansion to system capabilities be necessary.

Integrating the SCPDC MyGovernmentOnline System configuration will achieve the following:

- Converting to a system that can support all areas of responsibility for the DS.
- **Health inspections** - inspection results accessible to restaurant owner.
- **Building Inspections** - scheduling, inspection results, re-inspections.
- **Rental Registration and Inspection** - rental property annual registration and inspection reporting; and status in real-time accessible to applicant.
- **Permitting** - accessible to applicant.

- **Rezone, Replat and Variance applications** - checklist of documents required where application's submit button is enabled when all attachments are uploaded to complete application.
- Code Enforcement - all communication with residents concerning CE issues entered and saved into new system.
- Removing all subsidiary reporting and process redundancy. Example: Currently, health inspection status information is maintained in various spreadsheets - not in any licensed software.
- All applications completely digital with signature capability (where applicable) with updated City logo. All applications that require supporting documentation cannot be submitted until all documents are uploaded.
- Software app for inspectors to use on City-issued iPad while in the field.
- Kiosk at City Hall (to be provided by municipality) operable by external parties to apply for permits, request inspections, etc.

B. LICENSE FEE

1. MyGovernmentOnline:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

		MONTHLY RATE			
Permit Volume	Overage Rate	Permits	Planning & Zoning	Code Enforcement	Addressing / GIS Integration
0 - 500	\$10.00	\$260.42	\$156.25	\$99.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$300.00	\$99.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$575.00	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$1,100.00	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$1,500.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$1,900.00	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$2,250.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$2,550.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$2,800.00	\$700.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$3,000.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$3,150.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$3,250.00	\$812.50	\$230.00

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the 501-1000 Permit Volume package. It is understood this will be billed on a levelized billing system of \$500.00 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

C. OTHER FEES

1. **ON-SITE VISITS:** Authorized On-Site Visits: On-sites visits shall be authorized by the Licensee and will be reimbursed to the SCPDC for costs of lodging, meals, and transportation incurred during each visit. Reimbursements will be in accordance with the current U.S. General Services Administration (GSA) per diem rates applicable to the visit location. Additionally, a 20% administrative fee will be applied to the total reimbursable expenses.

2. **INTEGRATION FOR ONLINE CREDIT CARD OR ACH TRANSACTIONS:** Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

3. **HISTORIC DATA IMPORTS:** Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time are subject to a custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

EQUIPMENT SITE, USER NAME, AND PERSONAL ACCESS PASSWORD

SECTION 1. EQUIPMENT SITE

1.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.

SECTION 2. USER NAME AND PERSONAL ACCESS PASSWORD

1.2 At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee of Licensee is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.

SCHEDULE C
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

MAINTENANCE AND SUPPORT

SECTION 1. DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address: 5058 West Main Street
Houma, LA 70360

Hours of Operation: 8:00 AM to 4:30 PM

Telephone: 1 (866) 957-3764

Contact Information:

E-mail: support@mygovernmentonline.org

Ryan Hutchinson,
Chief Technology Officer

SECTION 2. TERM AND TERMINATION

2.1 SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for an initial term of two (2) years. Maintenance and Support will automatically renew at the end of the initial term and any subsequent term for a renewal term of **one (1) year** unless Licensee has provided SCPDC with a written termination notice of its intention not to renew the Maintenance and Support at least ninety (90) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.

SECTION 3. MAINTENANCE AND SUPPORT SERVICES

Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by the MyGovernmentOnline system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MGO Software as they become available. Upon Licensee's request SCPDC will attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event that on-site support is agreed to be provided by both the Licensee and SCPDC, then Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

(a) **ACCIDENT.** Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the

Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

(b) Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

(c) Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;

(d) Software programs made by Licensee or other parties.

SECTION 4. RESPONSIBILITIES OF LICENSEE

SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.

4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.

SECTION 5. MAINTENANCE FEE

5.1 For Licensee the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.

SECTION 6. ASSIGNMENT OF DUTIES

6.1 SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

SECTION 7. PROJECT ABANDONMENT

7.1 Should SCPDC abandon development and support of the MGO system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of MGO Software will be licensed to Licensee under an open-source license agreement such as for instance GNU. The specific open-source license agreement would be chosen by SCPDC at such time.

SECTION 8. LICENSEE DATA

8.1 Upon the client’s written request, SCPDC agrees to provide all hosted client data to the client electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee’s data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee’s permitting data.

SECTION 9. ROLE OF AGENT

9.1 The Agent has no obligations or liabilities to the Licensee implied or written in the interlocal contract. The agent’s responsibilities and obligations are to SCPDC only and defined specifically in a separate agreement between SCPDC and the AGENT, hereinafter referred to as “CAPCOG”. The SCPDC and CAPCOG agreement may provide additional services to the licensee which could include but not limited to onsite representation, support issue mediation and marketing material distribution.

Accepted:

City of Angleton, Texas

By: John Wright, Mayor

Date: _____

Witness

Date: _____

South Central Planning and Development Commission,
Through its agent, CAPCOG

By: Betty Voights, Executive Director

Date: _____



City Manager
Chris Whittaker

Item 13.

Mayor
Jason Perez

Mayor Pro-Tem
John Wright

Council
Christiene Daniel
Travis Townsend
Cecil Booth
Mark Gongora

September 21, 2022

South Central Planning and Development Commission,

This contract was approved during our 5/24/2022 council meeting. Please sign the contract and email a signed copy to citysecretary@angleton.tx.us or mail to the address below.

ATTN: City Secretary's Office - Michelle Perez
City of Angleton
121 S. Velasco
Angleton, TX 77515

Sincerely,

Michelle Perez
City Secretary, TRMC

INTERLOCAL CONTRACT FOR LICENSING SCPDC SOFTWARE

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, Chapter 391 of the Local Government Code, as amended, and is a signatory Agent for Licensor.

1.2. The City of Angleton, Texas is a municipal corporation, ("Licensee" or "City").

1.3. The South Central Planning and Development Commission (Licensor) ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study to current issues affecting government, and provide services to business and citizens.

1.4. SCPDC has created MyPermitNow, MyProjectNow, MyAddressNow, Inspection Anywhere and MyGovernmentOnline software (the "SCPDC Software") and this contract is entered into among Licensee, and SCPDC under chapter 791 of the Government Code to license City to use the SCPDC Software under certain terms and conditions. CAPCOG has been granted a limited power of attorney by SCPDC to execute this contract on SCPDC's behalf.

This INTERLOCAL CONTRACT FOR LICENSING SOFTWARE AGREEMENT (this "Agreement") is entered into by and between Licensor and Licensee and describes the terms and conditions pursuant to which Licensor shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

Proprietary Information and Texas Public Information Act: All material submitted to the City shall become public property and subject to the Texas Public Information Act upon receipt. If SCPDC does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The City will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by SCPDC, the City may choose to place such information on the City's website or a similar public database without obtaining any type of prior consent from SCPDC.

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that the City of Angleton, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the City of Angleton as to whether or not the same are available to the public. It is further understood that the City's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the City, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the City by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have both signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Cooperative Endeavor Use Agreement.

2.10 "License Fee(s)" shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use the Licensor's Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the Licensor's products known as MyPermitNow, MyProjectNow, MyAddressNow, MyGovernmentOnline, Inspection Anywhere. The scope of the foregoing license encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's Software to any third party without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) OWNERSHIP. SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b)

modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC, and its licensors included with the SCPDC Software as delivered to Licensee and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

3.2 DELIVERABLES. SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of a unique username (for instance john.doe@scpsc.org) and password for each user of the system in the employ and under control of Licensee.

3.3 COPIES. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS. Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day

after the later of: (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

5.2 TAXES. Licensee agrees to pay or reimburse SCPDC for all federal, state, parish, or local sales, use, personal property, payroll, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of SCPDC), however, the parties agree and acknowledge Licensee is an exempt government entity by Texas law, and does not pay sales and use tax.

5.3 NO OFFSET. Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

6. MAINTENANCE AND SUPPORT. Licensee agrees to pay Fees according to Schedule A. For so long as Licensee is current in the payment of all fees in Schedule A, with respect to each software module, Licensee will be entitled to Maintenance and Support for each software module as set forth in Schedule C attached hereto. Upon failure to pay fees with respect to any software module, SCPDC shall provide written notice to Angleton of its failure to pay such fees. If the fees are not paid 30 days after the notice is delivered to Angleton, the failure to pay shall be deemed a material breach of this Agreement and in such event SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 LIMITED WARRANTY. SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 **DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 **LIMITATION OF LIABILITY.** IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 **ALLOCATION OF RISK.** The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

7.5 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION. Each party acknowledges that the Confidential Information constitutes valuable trade secrets, and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public records request pursuant to Texas Public Information Act, Government Code 552.001 *et seq.*, (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

9. TERM AND TERMINATION

9.1 Term. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years thereafter.

9.2 TERMINATION. This Agreement is terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 30 calendar days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

(c) This agreement is subject to the availability and appropriation of budgeted funds by the parties, and upon an occurrence of non-appropriation by either party, this Agreement shall terminate immediately.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) business days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third-party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by the City Manager of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MyPermitNow will be available to Licensee.

10. NON-ASSIGNMENT. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and
Development Commission
5058 West Main St.
Houma, LA 70360

To: City of Angleton
City Secretary
121 S Velasco
Angleton, TX 77515

And

J. Grady Randle, City Attorney
Randle Law Office, LTD, L.L.P.
820 Gessner, Suite 1570
Houston, Texas 77024

12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain: (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonably be withheld.

12.10 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation with a mediator selected by mutual agreement of the parties.

Mediation: The parties agree to use mediation for dispute resolution prior to formal legal action being taken on this Contract. However, this does not prohibit a party from seeking relief in a Court of competent jurisdiction.

Venue and Governing Law: Venue of this contract shall be Brazoria County, Texas, and the law of the State of Texas shall govern.

12.11 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.12 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF ANGLETON, TEXAS



Jason Perez
Mayor

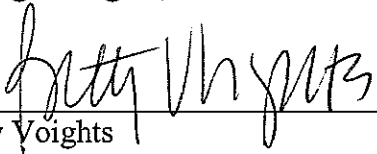
Date: 5/24/2022



Frances Aguilar, TRMC, MMC
City Secretary



South Central Planning and Development Commission,
Through its agent, CAPCOG



Betty Voights
Executive Director

Date: 9/26/22

SCHEDULE A**INTERLOCAL CONTRACT
SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION AND
JURISDICTION GOVERNMENT****SOFTWARE AND LICENSE FEE****A. SOFTWARE USE**

Licensee use of SCPDC's My Permit Now System, Standard configuration, including the following modules: Permit Management, Plan Review, Inspections, Alerts and functionality that is incorporated into My Permit Now System and not identified as a separate chargeable option. Inspection Anywhere System, Standard Configuration.

Specific system capabilities will support the following departmental activities with end-user interfacing:

- Permitting and building inspections – “e-ticket” generation to request inspections sent directly to the inspectors
- Health inspections of restaurants and food service providers – Restaurant owner or manager can retrieve prior inspection reports and see pass/fail information
- Code Enforcement – generation of “e-ticket” for citizen to submit concern, system support to provide Code Enforcement officer to correspond with resident and document enforcement actions.
- Rental registrations and inspections
- Subdivision development
- Plat applications and processing
- Re-Plat applications and processing
- Variance requests
- Re-Zoning requests
- Other issues - City Hall facility maintenance, pre-development meetings, facilitating Planning & Zoning Commission meetings, providing reports to Boards, Commissions, and City Council, responding to open records requests consistent with FOIA, hosting pre-construction meetings, processing and approving right-of-way user permits, etc.

System attributes include the following features:

- paperless operation
- 100% system data storage support
- ability to export data reports
- customer interface, so that external users can access information such as building and health inspection pass/fail info and reports and payment information
- workflow progression in real time marked by user
- Ease of system integration when City converts to new accounting system
- Ability to reconcile financial info between development services software and city's accounting system

- Plan for data input and storage during system conversion and migration of historical data
- System should be implemented in a manner that supports continuous improvement, should expansion to system capabilities be necessary.

Integrating the SCPDC My Permit Now System configuration will achieve the following:

- Converting to a system that can support all areas of responsibility for the DS
 Dept: **Health inspections** - inspection results accessible to restaurant owner, **Building Inspections** - scheduling, inspection results, re-inspections, **Rental Registration and Inspection** - rental property annual registration and inspection reporting; and status in real-time accessible to applicant, **Permitting** - accessible to applicant, **Rezone, Replat and Variance applications** - checklist of documents required where application's submit button is enabled when all attachments are uploaded to complete application, **Code Enforcement** - all communication with residents concerning CE issues entered and saved into new system.
- Removing all subsidiary reporting and process redundancy. Example: Currently, health inspection status information is maintained in various spreadsheets - not in any licensed software.
- All applications completely digital with signature capability (where applicable) with updated City logo. All applications that require supporting documentation cannot be submitted until all documents are uploaded.
- Software app for inspectors to use on City-issued iPad while in the field.
- Kiosk at City Hall (to be provided by municipality) operable by external parties to apply for permits, request inspections, etc.

B. LICENSE FEE

1. MyPermitNow and Inspection Anywhere:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

Permit Volume	Overage Rate	Permits	MONTHLY RATE	
			Code Enforcement	Addressing / GIS Integration
0 - 500	\$10.00	\$260.42	\$99.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$99.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$700.00	\$230.00

14001 - 16000	\$10.00	\$5,000.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$812.50	\$230.00

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the 501 – 1000 Permit Volume package. It is understood this will be billed on a levelized billing system of \$500.00 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction’s permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Solution Center / Code Enforcement, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

Other Fees:

On-Site Visits: Reimbursement of lodging, transportation and meals as defined in section Schedule C Section 3.3.

Integration for online credit card or ACH transactions: Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

**SCHEDULE B
COOPERATIVE ENDEAVOR USE AGREEMENT
SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION AND
JURISDICTION**

**EQUIPMENT SITE, USERNAME, AND
PERSONAL ACCESS PASSWORD**

B.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned username and a personal access password.

B.2. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the licensee will return the forms to SCPDC, or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal username and personal access password will be maintained in camera and not distributed to the public. Additional personal usernames and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the username and confirmation that the user is an employee of Licensee is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.

**SCHEDULE C
COOPERATIVE ENDEAVOR USE AGREEMENT
SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION AND
JURISDICTION**

MAINTENANCE AND SUPPORT

DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street Houma, LA 70360	8:00 a.m. to 4:30 p.m.

Contact Information

Tel: 1 866 957 3764
Ryan Hutchinson,
Chief Technology Officer

E-mail: support@mygovernmentonline.org

2. **TERM AND TERMINATION.** SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for an initial term of two (2) years. Maintenance and Support will automatically renew only with written notice to Licensee. Licensee may terminate the Maintenance and Support at any time with written termination notice of its intention not to renew the Maintenance and Support at least ninety (90) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.

3. MAINTENANCE AND SUPPORT SERVICES. Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by MyPermitNow system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyPermitNow Software as they become available. Upon Licensee's request SCPDC will attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

3.4.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not

furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.4.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.4.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;

3.4.4 Software programs made by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE. SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.

4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.

5. MAINTENANCE FEE. For Jurisdiction the maintenance fees are waived, and the license fees cover all costs for maintenance and support for the terms of this Agreement.

6. ASSIGNMENT OF DUTIES. SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

7. Project Abandonment – Should SCPDC abandon development and support of MyPermitNow system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of My Permit Now Software will be licensed to Licensee under an open-

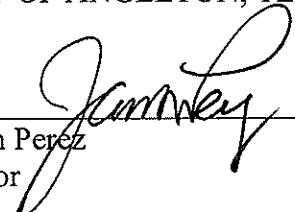
source license agreement such as for instance GNU. The specific open-source license agreement would be chosen by SCPDC at such time.

8. Licensee data - Upon the client’s written request, SCPDC agrees to provide all hosted client data to the client electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee’s data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee’s permitting data.

9. Role of Agent – The Agent has no obligations or liabilities to the Licensee implied or written in the interlocal contract. The agent’s responsibilities and obligations are to SCPDC only and defined specifically in a separate agreement between SCPDC and the AGENT, hereinafter referred to as “CAPCOG”. The SCPDC and CAPCOG agreement may provide additional services to the licensee which could include but not limited to onsite representation, support issue mediation and marketing material distribution.

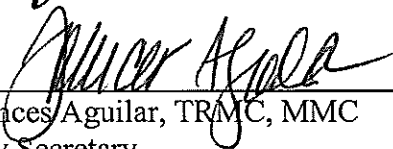
Accepted:

CITY OF ANGLETON, TEXAS



Jason Perez
Mayor

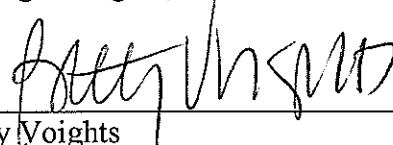
Date: 5/24/2022



Frances Aguilar, TRMC, MMC
City Secretary



South Central Planning and Development Commission,
Through its agent, CAPCOG



Betty Voights
Executive Director

Date: 9/26/22



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/14/2024

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Conduct a public hearing, discussion, and possible action to receive comments regarding the 2024 Standards of Care the Angleton Parks and Recreation Department will operate for youth recreational programs and to approve Ordinance No. 20240514-014 amending and adopting the 2023 Standards of Care for Youth Programs by revising Chapter 17 – Parks and Recreation, Article 1. – In Genera, Section 17-3 Standards of care for youth recreational programs.

AGENDA ITEM SECTION: Public Hearing

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

The City of Angleton seeks to promote to protect the health, safety, and well-being of the children of the City of Angleton, Texas.

Based on Section 42.041 of the Texas Human Resources Code, the City of Angleton is not required to obtain a license from the Department of Family and Protective Services to operate an elementary age (ages 5-13) recreation program provided that the governing body of the City of Angleton annually adopts standards of care by ordinance after a public hearing.

On June 13, 2023, City Council held a public hearing regarding standards of care for its recreation program for elementary-age children (ages 5 through 13) and thereafter passed and approved Ordinance No. 20230613-006 that adopted such standards of care.

The Standards of Care for 2024 for the elementary-age recreation youth programs operated by the City of Angleton are included in your packet as Exhibit “A” and will replace the standards of care adopted in 2023 codified in Section 17-3, Chapter 17 Parks and Recreation of the Code of Ordinances of the City of Angleton.

Staff will provide the standards of care to the parents of each program participant which will outline at a minimum:

- Staffing ratios;
- Minimum staff qualifications;

- Minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards;
- And inform parents that the program is not licensed by the state and the program will not be advertised as a child-care facility.

RECOMMENDATION:

Staff recommends City Council approve Ordinance No. 20240514-014.

SUGGESTED MOTION:

I move we approve Ordinance No. 20240514-014 adopting the Standards of Care for 2023 for youth programs offered by the City of Angleton and revising Chapter 17 – Parks and Recreation, Article 1 – In General, Section 17-3 – Standards of Care; providing for severability; providing for repeal; and providing an effective date.

ORDINANCE NO. 20240514-014

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, ADOPTING THE STANDARDS OF CARE FOR 2024 FOR YOUTH PROGRAMS OFFERED BY THE CITY OF ANGLETON AND REVISING CHAPTER 17 PARKS AND RECREATION, ARTICLE I IN GENERAL, SECTION 17-3 STANDARDS OF CARE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Angleton seeks to promote to protect the health, safety, and well-being of the children of the City of Angleton, Texas; and

WHEREAS, pursuant to Section 42.041 of the Texas Human Resources Code, the City of Angleton is not required to obtain a license from the Department of Family and Protective Services to operate an elementary age (ages 5-13) recreation program provided that the governing body of the City of Angleton annually adopts standards of care by ordinance after a public hearing; and

WHEREAS, the City Council held a public hearing on June 13, 2023 regarding standards of care for its recreation program for elementary age children (ages 5 through 13) and thereafter passed and approved Ordinance No. 20230613-006 that adopted such standards of care; and

WHEREAS, Section 42.041(b)(14) of the Texas Human Resources Code provides an exception from licensure for an elementary-age (ages 5 through 13) recreation program operated by a municipality, provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility; and

WHEREAS, the City of Angleton finds that a public hearing was held prior to the adoption of this ordinance.

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

SECTION 1. All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

SECTION 2. In accordance with Section 42.0941(b)(14) of the Texas Human Resources Code, the Angleton City Council hereby adopts the Standards of Care for 2024 for the elementary-age recreation youth programs operated by the City of Angleton that are attached hereto as Exhibit "A" and incorporated by reference as if fully set out herein.

SECTION 3. The Standards of Care for 2024 for the elementary-age recreation youth programs operated by the City of Angleton attached hereto as Exhibit “A” replace the standards of care adopted in 2023 codified in Section 17-3, Chapter 17 Parks and Recreation of the Code of Ordinances of the City of Angleton.

SECTION 4. Effective Date. This Ordinance shall take effect immediately upon passage and approval by the City Council of the City of Angleton, Texas, as required by law.

SECTION 5. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional whether there be one or more parts.

SECTION 6. Repeal. All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 7. This ordinance shall take effect upon adoption.

PASSED, APPROVED, AND ADOPTED on this the 14th day of May, 2024.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

EXHIBIT “A”

CITY OF ANGLETON STANDARDS OF CARE FOR

YOUTH RECREATIONAL PROGRAMS

The following Standards of Care have been adopted by the City Council of the City of Angleton, Texas to comply with Texas Human Resources Code, Section 42.041(b)(14). The Standards of Care are intended to be minimum standards by which the City of Angleton will operate the City’s youth programs. The programs operated by the City are recreational in nature and are not licensed by the State of Texas as certified day care programs.

City of Angleton Code of Ordinances Section 17-3. Standards of care for youth recreational programs.

The standards of care for youth recreational programs are intended to be minimum standards by which the City of Angleton's Parks and Recreation Department will operate its youth recreational programs. The Texas Human Resources Code provides an exception to licensure for elementary-age (ages five through 13) recreation program operated by a municipality. The programs operated by the city are for elementary aged (ages five through 13) children, recreational in nature, and are not daycare programs. This allows the city to qualify as being exempt from the requirements of the Texas Human Resources Code. The city is not licensed by the State of Texas to offer daycare programs.

(1) *Definitions.* As used in this section, and in accordance with V.T.C.A., Human Resources Code § 42.002, "Definitions," the following terms and phrases shall have the meanings ascribed to them in this section, unless the context requires otherwise.

- a. *"Child"* means a person under 18 years of age.
- b. *"Department"* means the Parks and Recreation Department of the City of Angleton, Texas.
- c. *"Director of parks and recreation"* means the full-time City of Angleton departmental employee who performs the functions responsible for administration and implementation of the youth recreational programs.
- d. *"Parent"* means one parent, both parents, or other adult with legal custody and authority to enroll their child in a youth recreational program.
- e. *"Participant"* means a child, age five to 13, whose parent has completed all required registration procedures and has been determined eligible to participate in a youth recreational program.
- f. *"Program manual"* means the notebook of policies, procedures, required forms, and organizational and programming information relevant to the City of Angleton's youth recreational programs.
- g. *"Program site"* means the physical location where the youth recreational program is being conducted.
- h. *"Program staff"* means the person or persons who have been hired or have volunteered to work for the City of Angleton and have been assigned responsibilities for managing, administering, or implementing some or all portions of a youth recreational program.

- i. *"Recreational facility/recreation center"* means a building, which is open to the public, where meetings are held, sports are played, and there are activities available for all ages.
- j. *"Site(s)"* means Angleton Recreation Center at 1601 N Valderas, Angleton, TX 77515.
 - 1. The City of Angleton may, from time-to-time, designate other site areas.
 - 2. This section establishes the standards of care for youth recreational programs of current and future site areas within the City of Angleton.
- k. *"Site superintendent"* or *"site assistant superintendent"* means the person who has been hired to directly administer and oversee the daily operations of the youth recreational program to include, but not be limited to, the supervision of staff, safety of participants, and programming.
 - 1. *"Youth recreational program" or "program"* means:
 - 1. The City of Angleton's recreational programs and activities which are either a non-fee-based or fee-based children's program or activity offered and supervised by the department that requires a participant to enroll or register in order to participate.
 - (2) *Organization.*
 - a. The governing body of the youth recreational program is the City Council of the City of Angleton, Texas.
 - b. Implementation of the youth recreational program's standards of care for youth recreational programs is the responsibility of the director of parks and recreation and program staff.
 - c. Each program site will have a current copy of the standards of care for youth recreational programs available for the public and program staff to review.
 - d. Parents will be provided a copy of the current standards of care for youth recreational programs during the registration process.
 - (3) *Inspection, monitoring, enforcement.*
 - a. The site superintendent or site assistant superintendent will perform weekly inspections of the program to confirm adherence to the standards of care for youth recreational programs.
 - 1. Inspection reports will be kept on record in accordance with the City of Angleton's record retention policy.
 - 2. The director of parks and recreation will review the inspection report and establish deadlines and criteria for compliance with the standards of care for youth recreational programs.
 - b. Complaints regarding enforcement of the standards of care for youth recreational programs will be directed to the site superintendent or site assistant superintendent. The site superintendent or site assistant superintendent will be responsible for taking the necessary steps to resolve the reported complaints. The site superintendent or assistant superintendent will record complaints regarding enforcement of the standards of care for youth recreational programs and their resolution. The director of parks and recreation will address serious complaints regarding enforcement of the standards of care for youth recreational programs. Complaints and related resolutions will be noted.

c. The director of parks and recreation shall make a report during the annual budget process to the City Council of the City of Angleton on the overall status of the youth recreational program.

(4) *Registration and enrollment.* Before a child may become a youth recreational program participant, the parent must complete and sign registration forms that contain information pertaining to the participant and their parent. The following information must be provided:

- a. Name, address, and home telephone number;
- b. Name, address, and telephone number of parent during program hours;
- c. In case of emergency, contact names and telephone numbers during program hours;
- d. Disclosure of disability or required special care;
- e. Emergency medical authorization; and
- f. A liability release that encompasses all personal injury claims, including death and property damage resulting from participation in the program.

(5) *Suspected abuse.* Program staff will receive basic training related to child abuse prevention and how to report suspected abuse.

(6) *Staffing responsibilities and training.*

a. *Program site superintendent and site assistant superintendent qualifications.*

1. Must be an employee of the City of Angleton;
2. Must be at least 19 years of age;
3. Must have a high school diploma, GED, or equivalent;
4. Must have two years' experience planning and implementing recreational activities;
5. Must have previous experience in supervising children and possess knowledge of recreational games, crafts, and activities;
6. Must be skilled in supervising children of varying age levels in a group setting;
7. Must pass a background investigation, including a test for illegal substances;
8. Must have a current certification in first aid cardiopulmonary resuscitation ("CPR") based on either American Heart Association or American Red Cross standards; and
9. Must have a valid Texas State Driver's License or identification.

b. *Program site superintendent and program assistant superintendent responsibilities.*

1. Program site superintendent or program assistant superintendent administers the daily operations of the program in compliance with the adopted standards of care for youth recreational programs.
2. Program site superintendent or program assistant superintendent recommends for hire, supervises, and evaluates program coordinators, part-time employees, and other program staff as needed.
3. Program site superintendent or program assistant superintendent plans, implements, and evaluates the daily activities of programs.

c. *Program staff.*

1. Program staff may be full-time, part-time, or temporary employees of the City of Angleton's Parks and Recreation Department.
2. Program staff working with children must be 16 years of age or older; however, each site will have at least one employee, 18 years or older, present at all times.
3. Program staff must pass a background investigation, including a test for illegal substances.
4. Full-time program staff must have successfully completed a course in first aid and CPR based on either American Heart Association or American Red Cross standards. An exception can be made for no more than one staff person at each site and that person shall successfully complete a first aid and CPR course within four weeks of his or her first date of employment.

d. *Program staff responsibilities.*

1. Program staff must be able to consistently exhibit competency, tolerance, and patience.
2. Program staff must relate to children with courtesy, respect, tolerance, and patience.
3. Program staff will provide participants with an environment in which they can feel safe, can enjoy wholesome recreational activities, and can participate in appropriate social opportunities with peers.
4. Program staff will be responsible to know and follow all City of Angleton departmental and program standards, policies, and procedures that apply to City of Angleton programs.
5. Program staff shall not be responsible for those participants who voluntarily leave the program site, whether or not the participant has signed out.

e. *Training/orientation.*

1. The parks and recreation department will provide orientation and training to program staff in working with participants and for specific job responsibilities.
2. Program staff will be trained in appropriate procedures to handle emergencies.
3. Full-time program staff are required to receive a training course to include City of Angleton departmental and program policies and procedures, provision of recreational activities, safety issues, and city organization.
4. Program staff will be required to sign an acknowledgment that they received the required training and are expected to conduct activities in accordance with training and the standards of care for youth recreational programs.

(7) *Staff-participant ratio.* In a youth recreational program, the standard ratio of participants to program staff will be a maximum of ten participants to one program staff member. In the event a program staff member is unable to report to the program site, a replacement program staff member will be assigned.

(8) *Discipline.*

- a. Program staff will implement discipline and guidance in a consistent manner based on the best interests of program participants.
- b. There shall be no cruel, harsh, or unreasonable punishment or treatment.

- c. Corporal punishment shall not be utilized, under any circumstances, even at a parent's request.
- d. Program staff may use brief supervised separation from the group if necessary.
- e. As necessary, program staff will initiate discipline reports to the parents of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- f. A significant number of discipline reports or repeated instances of severe or aggressive behavior may result in a participant being suspended from the program.
- g. In instances where there is a danger to participants or staff, the offending participant will be removed from the program site as soon as possible.

(9) *Programming.* Program staff will attempt to provide activities for each group according to the participants' ages. The activities must be appropriate to participants' health, safety, and well-being. The activities also must be flexible and attempt to promote the participants' emotional, social, and mental growth. Programs will include indoor and outdoor activities.

(10) *Communication.*

- a. The program site will have a mobile phone or radio to allow the site to be contacted by department personnel, and each site will have access to a telephone or radio for use in contacting the municipal complex or making emergency calls.
- b. A participant is not allowed to use the telephone unless it is an emergency. In the case of an emergency, program staff should make the call for the participant.
- c. The program site superintendent or program assistant superintendent will post the telephone numbers of the following organizations, adjacent to a telephone accessible to all program staff, at each site:
 1. The City of Angleton's ambulance or emergency medical services;
 2. The City of Angleton Police Department's dispatch and emergency telephone numbers;
 3. The fire department;
 4. The City of Angleton's Parks and Recreation Department; and
 5. The telephone number for the site itself.

(11) *Transportation.* The program does not offer transportation to or from the program site(s) to participants. The program does and will transport participants to and from any off-site or between-site event or activity.

(12) *Facility standards.*

- a. *Safety.*
 1. Program staff will inspect program sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants.
 2. Buildings, grounds, and equipment at the program site will be inspected, cleaned, repaired and maintained to protect the health and safety of the participants.
 3. Program equipment and supplies must be safe for participant use.

4. Program staff must have first aid supplies and a guide to first aid and emergency care readily available at each site.

b. *Fire.*

1. In case of fire, danger of fire, explosion, or other emergency, the first priority of program staff is to evacuate the participants to a designated safe area.
2. Emergency evacuation and relocation plans will be posted at each program site.

c. *Health.*

1. *Illness or injury to participant.*

- i. A participant who is considered to be a health or safety concern to other participants or program staff will not be admitted to the program.
 - ii. Illnesses and injuries will be handled in a manner to protect the health of all participants and program staff.
 - iii. Program staff will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the program manual.
2. Program staff will follow the recommendation of the state department of health concerning the admission or readmission of any participant after a communicable disease.

3. *Medication.*

- i. Program staff will not administer medication except in the case of emergency.

d. *Toilet facilities.*

1. The program site(s) will have inside toilets located and equipped so participants can use them independently, and program staff can supervise as needed.
2. There shall be at least one toilet for every 15 females and one toilet for every 15 males. In each male toilet facility, up to 70 percent of the toilets required may be urinals. In facilities with more than one toilet, some means of privacy must be provided for each toilet.
3. Exceptions to the toilet-to-participant ratio may be adjusted when program activities take place at primitive or outdoor park locations.

e. *Sanitation.*

1. The program site(s) must have adequate light, ventilation, and heat.
2. The program must have an adequate supply of water, meeting the standards of the state department of health, for drinking water and ensure that the water will be supplied to the participants in a safe and sanitary manner.

(13) *Personal assistance.* Participants requiring personal assistance (e.g., feeding themselves, dressing themselves, using the restroom) must provide an attendant for the duration of the program. Program staff cannot provide personal assistance. The participant's attendant will be admitted to the program free of charge.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/14/2024

PREPARED BY: Megan Mainer, Director of Parks & Recreation, and Jason O'Mara, Assistant Director of Parks & Recreation

AGENDA CONTENT: Annual update on introductory fees for Lakeside Park rentals and fees.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: \$0

FUND: 01-300-710

EXECUTIVE SUMMARY:

The City Council has established a fee schedule for permits, licenses, and the services necessary to be performed as provided for under the provisions of the Code of Ordinances of the City of Angleton, Texas. The schedule is to be revised annually in September.

On February 15, 2023, staff recommended the following updates to the fee schedule since Lakeside Park had opened to the public:

- A set fee for alcohol at events
- Setup fees
- Table and chair fee for Lakeside Park
- Lakeside Park rentals based on existing ARC rental rates as well as area rentals that are comparable to the new facility
- A Park Rental fee for all parks

Gunda, now Ardurra, was retained by the Development Services Department to complete a Comprehensive User Fee Study and is evaluating all city and permit fees compared to local municipalities. Introductory Lakeside fees, and other proposed park fees, will be considered and presented with other proposed fee changes annually in September.

Enclosed in your agenda packet you will find a breakdown of the revenue generated from Lakeside Park rentals for the past year and the type of Lakeside Park rentals requested.

Date	Facility within Lakeside	Rental Time	Table/Chairs	Moonwalk	Event	Est. Guests	Fees
5/7/23	Stage	05:00 PM - 07:00 PM	Yes	No	Soccer Party	30	\$ 180.00
7/22/23	Stage	11:00 AM - 01:00 PM	Yes	Yes	Birthday Party	30	\$ 180.00
10/15/23	Stage	03:00 PM - 05:00 PM	Yes	No	Birthday Party	50	\$ 140.00
11/18/23	Overlook	12:00 PM - 02:00 PM	Yes	Yes	Sunday School	20	\$ 175.00
12/30/23	Overlook	03:00 PM - 06:00 PM	Yes	No	Vow Exchange	25	\$ 375.00
3/30/24	Stage & Greenspace	12:00 PM - 05:00 PM	Yes	Yes	Birthday Party	40	\$ 390.00
4/13/24	Overlook	12:00 PM - 03:00 PM	No	No	Birthday Party	50	\$ 415.00
4/13/24	Stage	04:00 PM - 08:00 PM	Yes	No	Birthday Party	40	\$ 240.00

Facility	Sum of Fees	Sum of Est. Guests
Overlook	\$ 965.00	95
Stage	\$ 740.00	150
Stage & Greenspace	\$ 390.00	40
Pavilion & Greenspace	\$ -	0
Totals	\$ 2,095.00	285

Lakeside vs. Other Park Pavilions	Revenues (May '23-May'24)
Lakeside Rental	\$ 2,095.00
Bates, Dickey, Brushy, Freedom, Masterson	\$ 1,850.00

RECOMMENDATION:

Staff recommends the City Council review the data enclosed for the introductory fees implemented for Lakeside Park rentals and fees.

CHAPTER 17 - PARKS AND RECREATION

ARTICLE I. - IN GENERAL

Sec. 17-1. - Recreation center fees.

	Rate	Deposit					
Multipurpose Room 1 w/ Kitchen (Member)	\$75.00/hr \$115/hr (after hours)	\$100 (\$350 w/ alcohol)					
Multipurpose Room 2 w/o Kitchen (Member)	\$50.00/hr \$90/hr (after hours)	\$100 (\$350 w/ alcohol)					
Multipurpose Rooms 1&2, Kitchen included (Member)	\$125.00/hr \$165/hr (after hours)	\$100 (\$350 w/ alcohol)					
Gymnasium Only	\$115.00/hr	\$300 (\$600 w/ alcohol)					
Gymnasium w/ Kitchen	\$140.00/hr	\$350 (\$650 w/ alcohol)					
Outdoor Plaza (Member)	\$50.00/hr	\$100 (\$350 w/ alcohol)					
Indoor Party Package 1-25 Guests (Member)	\$100	\$100					
Indoor Party Package 26-50 Guests (Member)	\$150	\$100					

Indoor Party Package 51-75 Guests (Member)	\$200	\$100					
Indoor Party Package 76-100 Guests, includes MP 1&2 (Member)	\$250	\$200					
Indoor Party Package 101-150 Guests, includes MP 1&2 (Member)	\$275	\$200					
Outdoor Party Package 1-25 Guests (Member)	\$75	\$100					
Indoor Party Package 26-50 Guests (Member)	\$100	\$100					
Indoor Party Package 51-75 Guests (Member)	\$150	\$100					
Indoor Party Package 76-100 Guests, includes MP 1&2 (Member)	\$200	\$200					
Private Pool Party Package 1-25 Guests (Member)	\$200	\$200					
Private Pool Party Package 26-50 Guests (Member)	\$225	\$200					
Private Pool Party Package 51-75 Guests (Member)	\$250	\$200					
Private Pool Party Package 76-100 Guests, includes MP 1&2 (Member)	\$275	\$200					

Private Pool Party Package 101-150 Guests (Member)	\$350	\$200					
Multipurpose Room 1 w/ Kitchen (Non-Member)	\$100.00/hr \$140/hr (after hours)	\$100 (\$350 w/ alcohol)					
Multipurpose Room 2 w/o Kitchen (Non-Member)	\$75.00/hr \$115/hr (after hours)	\$100 (\$350 w/ alcohol)					
Multipurpose Rooms 1&2, Kitchen included (Non-Member)	\$150.00/hr \$190/hr (after hours)	\$100 (\$350 w/ alcohol)					
Outdoor Plaza (Non-Member)	\$75.00/hr	\$100 (\$350 w/ alcohol)					
Indoor Party Package 1-25 Guests (Non-Member)	\$125	\$100					
Indoor Party Package 26-50 Guests (Non-Member)	\$175	\$100					
Indoor Party Package 51-75 Guests (Non-Member)	\$225	\$100					
Indoor Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$275	\$200					
Indoor Party Package 101-150 Guests, includes MP 1&2 (Non-Member)	\$300	\$200					
Outdoor Party Package 1-25 Guests (Non-Member)	\$100	\$100					
Indoor Party Package 26-50 Guests (Non-Member)	\$125	\$100					

Indoor Party Package 51-75 Guests (Non-Member)	\$175	\$100					
Indoor Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$225	\$200					
Private Pool Party Package 1-25 Guests (Non-Member)	\$250	\$200					
Private Pool Party Package 26-50 Guests (Non-Member)	\$275	\$200					
Private Pool Party Package 51-75 Guests (Non-Member)	\$300	\$200					
Private Pool Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$350	\$200					
Private Pool Party Package 101-150 Guests (Non-Member)	\$400	\$200					
Indoor or Outdoor Party Package Additional Hour(s)	\$50/hr						
Set-up Fees 25 guests	\$20						
Set-up Fees 50 guests	\$40						
Set-up Fees 75 guests	\$60						
Set-up Fees 100 guests	\$80						

Set-up Fees 150 guests	\$100						
Set-up Fees 200 guests	\$150						
Lakeside Park Tables & Chairs Fee 25 guests	\$20						
Lakeside Park Tables & Chairs Fee 50 guests	\$40						
Lakeside Park Tables & Chairs Fee 75 guests	\$60						
Lakeside Park Tables & Chairs Fee 100 guests	\$80						
Lakeside Park Tables & Chairs Fee 150 guests	\$100						
Lakeside Park Tables & Chairs Fee 200 guests	\$150						
Lakeside Park Overlook	\$125.00/hr 2 hours minimum	\$100 or 20% of rental rate (whichever is greater)					
Lakeside Park Stage	\$50.00/hr 2 hours minimum	\$100 or 20% of rental rate (whichever is greater)					
Lakeside Stage & Greenspace	\$100.00/hr 2 hours minimum	\$100 or 20% of rental rate (whichever is greater)					
Lakeside Pavilion & Greenspace	\$275.00/hr 2 hours minimum	\$100 or 20% of rental rate (whichever is greater)					

Park Rental	\$500.00/hr 2 hours minimum	\$100 or 20% of rental rate (whichever is greater)					
Alcohol Fee	\$250						



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/14/2024

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action to close the Angleton Recreation Center to host a Remote Area Medical event on October 25-27, 2024 to serve Brazoria County residents.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

In February 2024, the Jackson family approached the City of Angleton regarding the Better Life in Sight Foundation sponsoring a healthcare event run by Remote Area Medical (RAM) in the Angleton community.

Remote Area Medical (RAM) is an organization based in Tennessee that provides free pop-up clinics around the country via local sponsorship. Eye care, dental, and medical care are provided at no charge to the patients in one event.

Better Life in Sight™ Foundation is an organization that provides a better quality of life through sight for our neighbors in rural communities who would otherwise not be able to obtain healthcare education and healthcare. Better Life in Sight Foundation is The Eye Contact, Inc.'s non-profit philanthropic arm. The Jackson Family launched this non-profit to help the underserved and those who find themselves in need of healthcare.

Staff received approval to serve as the host site for the RAM and Better Life in Sight healthcare event at the Angleton Recreation Center. However, during the April 22, 2024, RAM site visit meeting, Better Life in Sight representatives and city staff learned that RAM would require the Angleton Recreation Center to be closed from October 25, 2024, at 0900 to October 27, 2024, at 1800 to offer the RAM healthcare event.

The weekend of October 27 – 29, 2023, the Angleton Recreation Center had 292 member check-ins, sold 150 daily passes, collected \$1592 in revenue onsite, and hosted three rentals. Due to the proposed facility closure, Better Life in Sight Foundation has agreed to contribute \$1592 to the Angleton Recreation Center based on the revenue collected onsite last year.

The Jackson Family is present to answer any questions the City Council may have regarding the healthcare event.

Enclosed in your agenda packet is a Better Life in Sight – My Neighbor Day Prospectus as well as a RAM Community Host Starter Kit.

RECOMMENDATION:

Staff recommends the City Council discuss and approve the closure of the Angleton Recreation Center to host a Remote Area Medical event on October 25-27, 2024, to serve Brazoria County residents or recommend alternative locations to host the event.



Better Life in Sight™ Foundation

My Neighbor Day

Summary

Better Life in Sight Foundation is sponsoring Remote Area Medical (RAM) to have a healthcare event in the Angleton community. Remote Area Medical (RAM) is an organization based in Tennessee that provides free pop-up clinics around the country via local sponsorship. Eye care, dental, and medical care will be provided at no charge to the patients in one event.

Who

The mission of Better Life in Sight™ Foundation is to provide a better quality of life through sight for our neighbors who would otherwise not be able to obtain healthcare education and healthcare. Better Life in Sight Foundation is The Eye Contact, Inc.'s non-profit philanthropic arm. We launched this non-profit to help the underserved and those who need healthcare (in between jobs, etc.).

After over 30 years of practicing in the Eyecare Industry, the Better Life in Sight Foundation was developed in 2022 to be more intentional about supporting healthcare in our community for those who need this support. The two tenets of the Better Life in Sight Foundation are:

Healthcare Education

- Quarterly Healthcare Education Roadshows to share information with targeted audiences on healthcare conditions that can be found during a comprehensive eye exam. The Healthcare Education Roadshow focuses on the elderly, school-age youth, and populations with data indicating a higher risk for various healthcare conditions (ex. Diabetes, Hypertension, Glaucoma, etc.)
- Partnership agreement with BISD High School Health Science juniors and seniors – Student shadowing and sponsorship of HIPAA certification

Healthcare

Annual care event for comprehensive healthcare. Partnered with Remote Area Medical (RAM) to sponsor a pop-up clinic in the community. Better Life in Sight Foundation's name for the event is My Neighbor Day. The name My Neighbor Day was inspired by *Matthew 22:39 NLT ..Love your neighbor as yourself.*



Why?

Why develop a healthcare event - The organization that provided eyecare services to underprivileged people in Lake Jackson and southern Brazoria County can no longer continue and asked if they could pass the baton to the Better Life in Sight Foundation. The partnership with RAM is to reimagine how these services could be brought to the community and be more inclusive of overall health. This event will be open to citizens in Brazoria County. The plan is to have this event annually, if possible. The approximate number of people to be served in this event is 150-200 people.

Why in Angleton, Texas – Because we live in Angleton. We have been residents for over 30 years and would like to bring the event to Angleton. Angleton is the county seat for Brazoria County, and we think My Neighbor Day will highlight the heart of Angleton in caring for our community.

As indicated in the 2020 U.S. census link below, Angleton, Texas has 19.4% of persons without health insurance under the age of 65.

<https://www.census.gov/quickfacts/fact/table/angletoncitytexas#>

Why the Angleton Recreation Center Gymnasium – The Angleton Recreation Gym has the space to hold the event. See the linked video for the RAM clinic setup and breakdown. As noted, RAM provides liability insurance.

See information about Remote Area Medical set up for use of a gym:

<https://ramvolunteertraining.teachable.com/courses/ram-volunteer-training-program/lectures/48302674>

Why October 25th, 2024 weekend – Remote Area Medical is available to come to Texas this weekend. See the RAM website (see about RAM link) for the cities and states where the RAM clinics will take place this year.



About Remote Area Medical (RAM)

Remote Area Medical (RAM) is an organization based in Tennessee that provides free pop-up clinics around the country via local sponsorship. Eye care, dental, and medical care will be provided to the patients at no charge in one event. RAM also provides liability insurance for this event. Better Life in Sight Foundation will sponsor their coming to Angleton. See the link to learn more about Remote Area Medical.

<https://www.ramusa.org/about/>

Remote Area Medical only operates free, pop-up clinics in communities that have invited us.

Motivated community members, community leaders, and/or local nonprofits join together to host RAM clinics.

These compassionate coalitions for Community Host Groups (CHGs).



RAM encourages and works closely with the CHG team, who are key players in making clinics a success.

Members of CHG Leadership Team:

- Community Host Group Lead
- Recruitment Chair
- Hospitality Chair
- Promotions Chair



When & Where

Better Life in Sight Foundation is partnering with Remote Area Medical to host the event in the Angleton community on Saturday, October 26th and morning of Sunday, October 27th. This event will be a part of the Better Life in Sight Foundation's My Neighbor Day initiative.

We would like to host this event in the Angleton Recreation Center gym. We would need the gym on Saturday, October 26th from 7 a.m. – 6 p.m. and on Sunday, October 27th from 7 a.m. – 12 p.m.

Dr. William Jackson, O.D.

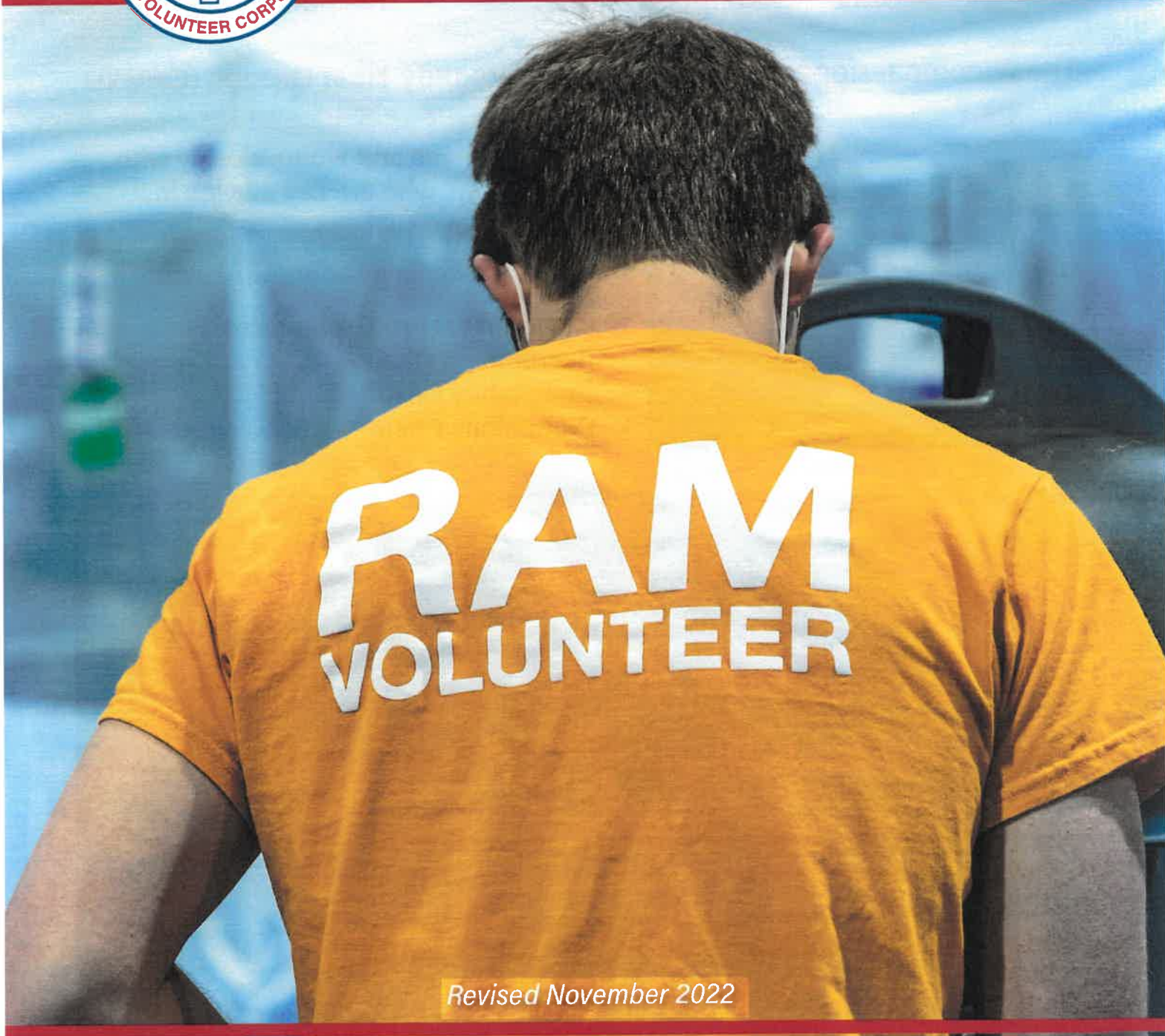
Denese Jackson, President, Better Life in Sight Foundation

Better Life in Sight™ was inspired by Mathew 6:22 (The eye is the lamp of the body. If your eyes are healthy, your whole body will be full of light.)

COMMUNITY HOST GROUP STARTER KIT



Remote Area Medical - RAM®



Revised November 2022

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COMMUNITY HOST GROUP

CHG Responsibilities:

- Provide CHG representatives
- Secure support from community
- Lead planning team
- Recruit volunteers, both professional and general support
- Ensure security for the event, including overnight parking lot
- Promote clinic
- Provide all hospitality services for CORE Volunteers, professional volunteers, and RAM Staff
- Provide food for ALL Volunteers during the event
- Work directly with RAM Headquarters; communicate regularly to set goals and creat CHG planning timeline guides
- Oversee all team activities and accomplishments
- Secure funds needed for the event
- Help to find and provide suitable facility for the event
- Arrange facility maintenance and traffic control during event





HOSPITALITY TEAM

Members of the Hospitality Team secure and supervise lodging, food services, and hosting needs.

Hospitality Responsibilities:

- Secure resources and implement processes related to food and drink for volunteers
- Secure portable bathrooms and handwashing stations according to clinic demands and city regulations
- CHGs seek donated or discounted lodging in the surrounding area as a recruitment tool for professionals
- Secure lodging accommodations (minimum 15 rooms or 30 beds) for RAM Staff and CORE Volunteer leadership
 - » Clean, temperature-controlled lodging is required
 - » Cabins are acceptable
 - » Do not secure rooms in private homes
 - » Lodging should be within 30 minutes of the clinic site





PROMOTIONS TEAM

Members of the Promotions Team publicize the event to spread awareness in the community, which will inform potential patients, help with volunteer recruitment, and recruiting donors to support the clinic.

Promotions Responsibilities:

- Help the RAM Marketing Team secure media attention prior to the clinic by providing press releases to all local media outlets, once content is approved by RAM's Marketing Team
- Use promotional tools provided by RAM, such as print assets, radio, television, and social media materials
 - » RAM will provide promotional flyers for the clinic
 - » Anything created by the CHG with RAM's name or logo, including T-shirt and flyers designs, must be approved prior to use
- Increase awareness during the clinic by arranging for local press to visit the clinic
- Help secure monetary and in-kind donations

Public Relations Policy

In addition to CHG community engagement, RAM promotes all public clinics through established media sources and social media platforms. Please do not create social media accounts for your event. Do so dilutes RAM's internet presence, damages search engine optimization, and causes confusion for patients researching RAM clinics for care.

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