



**CITY OF HUTCHINS  
CITY COUNCIL MEETING  
AGENDA**

**Tuesday, May 14, 2024 at 6:00 PM  
City Hall, 321 N. Main Street**

Pursuant to Section 551 of the Texas Government Code, notice is hereby given of a Called Meeting of the Hutchins City Council to be held on Tuesday, May 14, 2024, at 6:00 PM located at Hutchins City Hall Council Chambers, 321 N. Main Street, Hutchins, Texas, at which time the following items will be discussed and considered.

**City Council Members**

Mayor Mario Vasquez  
Mayor Pro Tem Steve Nichols  
Councilmember Brenda Campbell  
Councilmember Dominic Didehbani  
Councilmember Raymond Elmore  
Councilmember Demarcus Odom

**A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

1. Roll Call by Mayor and announce a quorum.

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

**C. ELECTION MATTERS**

2. Discuss and consider Resolution R2024-05-1190 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, CANVASSING THE RETURNS OF THE MAY 4, 2024, JOINT GENERAL ELECTION TO ELECT A MAYOR AND TWO (2) COUNCIL MEMBERS AT LARGE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Cynthia Olguin
3. Discuss and consider Resolution R2024-05-1191 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, CANVASSING THE RETURNS OF THE MAY 4, 2024, SPECIAL ELECTION TO SUBMIT PROPOSITION A TO ESTABLISH A TERM OF OFFICE OF THREE (3) YEARS FOR THE POSITION OF MAYOR AND CITY COUNCIL MEMBERS BEGINNING WITH THE POSITION TO BE ELECTED AT THE GENERAL ELECTION IN MAY 2025; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Cynthia Olguin
4. Issue Statements of Officer and administer Oaths of Office to newly elected Councilmembers.
5. Discuss and consider the appointment of Mayor Pro-Tem for 2024-2025. Presented by Cynthia Olguin

**D. CITIZEN COMMENTS** - *This agenda item provides an opportunity for citizens to address the City Council on any matter that is not posted on the agenda. Anyone wishing to address the City Council should complete a Citizen Comments Form and submit it to the City Secretary prior to the start of the City Council meeting. There is a three (3) minute time limit for each citizen to speak. However, in*

*accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decision at this time.*

**E. REGULAR AGENDA** - *As authorized by Section 551.071 of the Texas Government Code, the City Council reserves the right to convene in Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.*

6. Discuss and consider Resolution R2024-05-1192, OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY AND BRANDERA INC. FOR PROFESSIONAL SERVICES FOR THE REBRANDING INITIATIVE IN AN AMOUNT NOT TO EXCEED \$75,000.00; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Katherine Lindsey, Assistant to the City Administrator
7. Discuss and consider Resolution R2024-05-1193, OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE AMENDMENT OF THE FY2023-2024 CITY OF HUTCHINS ORGANIZATIONAL CHART. Presented by: Karen Steward, HR Director
8. Keep Hutchins Beautiful KHB Board Application Selection
9. Discuss and consider Ordinance 2024-05-1192, OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 "TRAFFIC AND VEHICLES" BY AMENDING ARTICLE 12.05 "COMMERCIAL AND OVERSIZED VEHICLES" BY AMENDING DIVISION 3 "WEIGHT LIMITS; TRUCK ROUTES" BY AMENDING SECTION 12.05.092 "DESIGNATED TRUCK ROUTES; DEFENSES" BY AMENDING PARAGRAPH 12.05.092(b) TO REVISE LANCASTER-HUTCHINS ROAD LIMITS. Presented by: Mamun Yusuf
10. Discuss and consider Resolution R2024-05-1194, OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING BIDS RECEIVED IN ASSOCIATION WITH THE SIDEWALK IMPROVEMENT PROJECT; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE APPARENT LOW BIDDER THE ESTRADA CONCRETE COMPANY LLC , IN AN AMOUNT NOT TO EXCEED \$472,834.95. Presented by Mamun Yusuf
11. Discuss and consider Resolution R2024-05-1195 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING BIDS RECEIVED IN ASSOCIATION WITH THE MEADOWBROOK DRIVE CHANNEL IMPROVEMENTS; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE APPARENT LOW BIDDER STOIC CIVIL CONSTRUCTION, INC, IN AN AMOUNT NOT TO EXCEED \$550,000.00; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Mamun Yusuf
12. Discuss and consider Resolution R2024-05-1196 of the City of Hutchins, Texas, approving and authorizing the City Administrator to execute a contract by and between the City of Hutchins and CSEC Texas 911 Entity Subrecipient sub-award grant contract. Presented by: Steve Perry Police Chief and Becky Blanton Communications Supervisor

**F. ITEMS OF COMMUNITY INTEREST**

13. Spring Clean-Up Event - Saturday, May 18, 2024, from 8 am to noon at 300 N. Main St., Hutchins


Spring Shred Event - Saturday, May 18, 2024, from 9 am to 11 am at 321 N. Main St. - City Hall- back parking lot

City Offices closed on Monday, May 27, 2024, in observance of Memorial Day.

**G. ADJOURN**

**CERTIFICATION**

I certify that a copy of the May 14, 2024, agenda of items to be considered by the Hutchins City Council 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.cityofhutchins.org](http://www.cityofhutchins.org), in accordance with Chapter 551 of the Texas Government Code. Posted on Friday, May 10, 2024, before 6:00 p.m.

  
Cynthia Olguin  
City Secretary



**ACCESSIBILITY STATEMENT**

The meeting location is wheelchair accessible from the front door. Request for special services must be received at least 48 hours in advance of the scheduled meeting. For assistance, please call the office of the City Secretary at 972-225-6121 or email the City Secretary at [colguin@cityofhutchins.org](mailto:colguin@cityofhutchins.org)



# STAFF REPORT

**MEETING DATE:** May 14, 2024

**MEETING TYPE:** City Council

**SUBMITTED BY:** Cynthia Olguin

**AGENDA CAPTION:** Discuss and consider Resolution R2024-05-1190 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, CANVASSING THE RETURNS OF THE MAY 4, 2024, JOINT GENERAL ELECTION TO ELECT A MAYOR AND TWO (2) COUNCIL MEMBERS AT LARGE; AND PROVIDING FOR AN EFFECTIVE DATE.

## Background Information

On February 5, 2024, the Hutchins City Council ordered a Joint General Election for May 4, 2024, to elect a Mayor and two (2) City Councilmembers at large to serve two-year terms. Chapter 67 of the Texas Election Code states that the results of the election are not unofficial until canvassed by the City Council.

On May 2, 2024, the Secretary of State issued Election Advisory 2024-12, Post-Election Procedures and Qualifying for Office for the May 4, 2024, Uniform Election. The canvass must be conducted at an open meeting of the governing body no later than the eleventh day after election day, Wednesday, May 15, 2024.

The canvass cannot occur until the early voting ballot board has: (1) qualified and counted all provisional ballots if a provisional ballot has been cast in the election; (2) counted all timely received late-arriving ballots, including the next business day, military and overseas ballots; and (3) counted all ballots contained in previously defective carrier envelopes which were corrected by voters by the required deadline. (Tex. Elec. Code § 67.003). Dallas County Elections does not break down the provisional or outstanding mail ballots by district or entity, therefore, the joint election entities must wait until the County issues the final countywide canvassing report.

Pursuant to the Code, only two officers are needed for a quorum for a canvassing meeting. Tex. Elec. Code § 67.004(a).

The canvassing authority shall prepare a tabulation stating the following:

1. Each candidate
2. Total number of votes received in each precinct
3. Sum of precinct totals tabulated
4. Votes FOR and AGAINST each measure

**Legal Review**

The resolution was reviewed and approved by city attorney Joe Gorfida

**Staff Recommendation**

**Supporting Documentation and Attachments**



# STAFF REPORT

**MEETING DATE:** May 14, 2024

**MEETING TYPE:** City Council

**SUBMITTED BY:** Cynthia Olguin

**AGENDA CAPTION:** Discuss and consider Resolution R2024-05-1191 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, CANVASSING THE RETURNS OF THE MAY 4, 2024, SPECIAL ELECTION TO SUBMIT PROPOSITION A TO ESTABLISH A TERM OF OFFICE OF THREE (3) YEARS FOR THE POSITION OF MAYOR AND CITY COUNCIL MEMBERS BEGINNING WITH THE POSITION TO BE ELECTED AT THE GENERAL ELECTION IN MAY 2025; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Cynthia Olguin

## Background Information

On February 5, 2024, the Hutchins City Council ordered a Special Election for May 4, 2024, to submit Proposition A to establish a term of office of three (3) years for the position of mayor and city council members beginning with the position to be elected at the general election in May 2025. Chapter 67 of the Texas Election Code states that the results of the election are not unofficial until canvassed by the City Council.

On May 2, 2024, the Secretary of State issued Election Advisory 2024-12, Post-Election Procedures and Qualifying for Office for the May 4, 2024, Uniform Election. The canvass must be conducted at an open meeting of the governing body no later than the eleventh day after election day, Wednesday, May 15, 2024.

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- 1. Total number of votes received in each precinct
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- 3. Votes FOR and AGAINST each measure

**Legal Review**

The resolution was reviewed and approved by city attorney Joe Gorfida.

**Staff Recommendation**

**Supporting Documentation and Attachments**



# STAFF REPORT

<b>MEETING DATE:</b>	May 14, 2024
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	Cynthia Olguin
<b>AGENDA CAPTION:</b>	Issue Statements of Officer and administer Oaths of Office to newly elected Councilmembers.

### **Background Information**

Per the Secretary of State's issued Election Advisory 2024-11, Post-Election Procedures and Qualifying for Office for May 4, 2024, Uniform Election, before an elected (or appointed) officer may assume the duties of the office, the officer must first file a Statement of Officer for the official records of the governing body. Tex. Const. Art. XVI, § 1. Advisory 2024-11 recommends that post-election procedures occur in the following sequence:

- Election is canvassed at an open meeting.
- Certificate of Election is issued to newly-elected officers.
- Statement of Officer is completed (to be filed locally).
- Newly-elected officers may take the Oath of Office.
- After taking the Oath of Office, newly-sworn officers may assume the duties of their office.

### **Budget Implications**

None

### **Operational Impact**

None

### **Legal Review**

None

### **Staff Recommendation**

### **Supporting Documentation and Attachments**





# STAFF REPORT

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<b>MEETING DATE:</b>	May 13, 2024
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	Cynthia Olguin
<b>AGENDA CAPTION:</b>	Discuss and consider the appointment of Mayor Pro-Tem for 2024-2025. Presented by: Cynthia Olguin

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### **Background Information**

The mayor pro tempore is a member of the council who performs the mayor’s duties during the mayor’s incapacity or absence. The mayor pro-tem is selected by a majority vote of the council from among its membership. The mayor pro-tem term is for one year. The mayor pro-tem retains the right to vote on all matters before the council while performing the duties of the mayor (Local Government Code Section 22.037 and 23.027).

### **Budget Implications**

None

### **Operational Impact**

None

### **Legal Review**

None

### **Staff Recommendation**

### **Supporting Documentation and Attachments**

Staff recommends council, by motion and a second, vote to appoint the mayor pro-tem for a one-year term.



# STAFF REPORT

**MEETING DATE:** May 13, 2024

**MEETING TYPE:** City Council

**SUBMITTED BY:** Katherine Lindsey

**AGENDA CAPTION:** Discuss and consider Resolution R2024-05-1192, OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY AND BRANDERA INC. FOR PROFESSIONAL SERVICES FOR THE REBRANDING INITIATIVE IN AN AMOUNT NOT TO EXCEED \$75,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.  
Presented by: Katherine Lindsey, Assistant to the City Administrator

**Background Information**

On April 15<sup>th</sup>, 2024 the City Council authorized the City Administrator to enter contract negotiations with their chosen firm, BrandEra Inc., for professional services to lead the rebranding project. Attached is the proposed contract for Council approval.

**Budget Implications**

This item was included in the adopted annual budget. The total budgeted cost of the project is \$75,000 which includes professional services and production of collateral.

**Operational Impact**

This project will help improve the image of the City and provide direction for strategic planning and decision making.

**Legal Review**

The contract and resolution was approved by the City Attorney.

**Staff Recommendation**

Staff recommends that the City Council approves Resolution No. 2024-04-1189 approving and authorizing the City Administrator to execute an agreement by and between the city and brandera inc. for professional services for the rebranding initiative in an amount not to exceed \$75,000.00; and providing for an effective date.

**Supporting Documentation and Attachments**

- 1. Resolution
- 2. Contract

**CITY OF HUTCHINS  
RESOLUTION R2024-05--1192**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY AND BRANDERA INC. FOR PROFESSIONAL SERVICES FOR THE REBRANDING INITIATIVE IN AN AMOUNT NOT TO EXCEED \$75,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council approved funds in the FY 2023-2024 Annual Budget to hire a firm to provide professional services to lead a Rebranding Initiative; and

**WHEREAS**, an RFP No. 2023-10-02 for - Professional Marketing Services - Rebranding Initiative was issued on October 2, 2023 and after conducting interviews, the City Council authorized the City Administrator to enter negotiations with BrandEra Inc.; and

**WHEREAS**, the City Council of the City of Hutchins finds it in the best interest of the City of Hutchins to authorize the City Administrator to execute a contract with BrandEra Inc. for professional services to lead the Rebranding Initiative.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF HUTCHINS, TEXAS, THAT:**

**SECTION 1.** The City, acting through its governing body, hereby authorizes the City Administrator to execute an agreement with BrandEra Inc. to lead the Rebranding Initiative.

**SECTION 2.** This Resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 13th day of May 2024.

\_\_\_\_\_  
Mario Vasquez, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia Olguin, City Secretary  
(04-30-2024: 4872-6092-6138, v. 1)



**Article III  
Scope of Work**

Consultant shall provide the services specifically set forth in Exhibit “A” attached hereto and incorporated herein.

**Article IV  
Schedule of Work**

Consultant agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule mutually established by the City and Consultant. Any work performed or expenses incurred by Consultant prior to Consultant’s receipt of a written direction for work from the City shall be entirely at the Consultant’s own risk.

**Article V  
Compensation and Method of Payment**

5.1 City shall compensate Consultant for the services performed under this Agreement in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00).

5.2 City shall pay Consultant within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

5.3 Consultant shall submit invoices for services rendered under this Agreement to:

City of Hutchins  
Attn: Accounts Payable  
P. O. Box 500  
Hutchins, Texas 75141

**Article VI  
Devotion of Time; Personnel; and Equipment**

6.1 Consultant shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, Consultant shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

6.2 To the extent reasonably necessary for Consultant to perform the services under this Agreement, Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that Consultant may deem proper to aid or assist in the performance of

the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Consultant.

6.3 Consultant shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

**Article VII  
Relationship of Parties**

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Consultant is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent Consultant, and not as an agent or employee of the City. Consultant shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, City shall not train Consultant, require Consultant to complete regular oral or written reports, require Consultant devote its full-time services to the City, or dictate Consultant’s sequence of work or location at which Consultant performs its work.

**Article VIII  
Suspension of Work**

City shall have the right to immediately suspend work by Consultant if the City determines in its sole discretion that Consultant has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Consultant shall be suspended until Consultant has taken satisfactory corrective action.

**Article IX  
Insurance**

Consultant shall provide and maintain for the duration of this Agreement and, for the benefit of the City (naming the City, and its officers, agents and employees as additional insureds), insurance coverage as set forth in Exhibit “B.” Consultant shall provide two (2) copies of the Certificate of Insurance verifying that Consultant has obtained the required insurance coverage for the City prior to the Effective Date of this Agreement.

**Article X  
Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Consultant may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

**Article XI  
Miscellaneous**

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings, written or oral agreements between the Parties with respect to this subject matter.

11.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

11.3 Assignment. Consultant may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Consultant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

11.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

11.9 Recitals. The recitals to this Agreement are incorporated herein.

11.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for the City:

With Copy to:

James W. Quin  
City Administrator  
City of Hutchins  
321 North Main Street  
Hutchins, Texas  
Phone: (972) 225-6121

Joseph J. Gorfida, Jr.  
Nichols Jackson, L.L.P.  
500 North Akard Street  
1800 Ross Tower  
Dallas, Texas 75201  
Phone: (214) 965-9900

If intended for Consultant:

Beth Owens  
Brandera, Inc.  
219 South Main Street  
Suite 301  
Fort Worth, Texas 76104

11.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.13 Indemnification. **CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE CONSULTANT PURSUANT TO THIS AGREEMENT. CONSULTANT HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY. CONSULTANT AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONSULTANT'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONSULTANT, ITS OFFICERS DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY**



**IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONSULTANT, ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONSULTANT’S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. CONSULTANT’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. CONSULTANT SHALL INDEMNIFY THE CITY FOR ANY FINES AND LEGAL FEES INCURRED BECAUSE EMPLOYEES, AGENTS, OR WORKERS SUPPLIED BY CONSULTANT ARE NOT AUTHORIZED TO WORK IN THE UNITED STATES.**

11.14 Audits and Records. Consultant agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Consultant’s records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

11.15 Conflicts of Interests. Consultant represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

11.16 Compliance with Federal, State & Local Laws: Consultant shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.17 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such Party, provided that the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.18 Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.

- (a) Consultant verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Consultant verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Consultant verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will

not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

- (d) This section does not apply if Consultant is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

*(signature page to follow)*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City of Hutchins, Texas

By: \_\_\_\_\_  
James W. Quin, City Administrator

Approved as to form:

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., General Counsel  
(04-24-2024: 4880-3513-0297, v. 1)

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Brandera, Inc.,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT "A" Scope of Services

### Pricing

The following is indicative menu pricing for possible deliverables as mutually agreed upon by Vendor and The City. BrandEra typically works on a project-basis, but we have also provided some hourly rates below.

<b>Consulting</b>	\$100/hour
Monthly Retainer	
<ul style="list-style-type: none"> <li>• Meetings with Businesses &amp; Stakeholders</li> <li>• Research/Consulting with Staff</li> <li>• Presentations to City Council</li> <li>• Ideation and Consensus Building</li> </ul>	
<b>Online Survey</b>	
Survey Writing and Setup	\$1500/survey
Online Survey Report	\$1200/report
<b>Focus Groups</b>	
<ul style="list-style-type: none"> <li>• 1.5 Hour Session</li> <li>• Facilitated by BrandEra Moderator (By Zoom or In Person)</li> <li>• Client to Provide 12-15 Participants</li> </ul>	
Survey Writing and Focus Group Facilitation	\$1800/group
Focus Group Survey Report	\$1200/group
<b>Strategic Marketing Plan</b>	\$2500-\$5000+
<ul style="list-style-type: none"> <li>• Goals &amp; Objectives</li> <li>• Audience Profiles</li> <li>• Strategies &amp; Tactics</li> <li>• Budgets &amp; Timelines</li> </ul>	
<b>Positioning Statement &amp; Creative Messaging Brief</b>	\$2250
<ul style="list-style-type: none"> <li>• Features &amp; Benefits</li> <li>• Wow Factors</li> <li>• Key Messages</li> <li>• Elevator Pitch</li> <li>• Brand Promise</li> <li>• Brand Voice &amp; Tone</li> </ul>	
<b>Logo Development</b>	\$2250/logo
<ul style="list-style-type: none"> <li>• Proprietary Creative Survey &amp; Analysis</li> <li>• Production of 5-7 Initial Logos</li> <li>• Revisions of 2-3 Designs</li> <li>• Upon Approval, Render Final Logo and Provide Native Files/Formats</li> </ul>	

<b>Tagline (Package Pricing with Logo)</b>	\$1250
<ul style="list-style-type: none"> <li>● Proprietary Creative Survey &amp; Analysis</li> <li>● Production of Lengthy List of Tagline Options</li> <li>● Revisions of List Based on Feedback</li> <li>● Upon Approval of Tagline, Render with Logo and Provide Native Files/Formats &amp; Brand Board</li> </ul>	
<b>Brand Style Guide</b>	\$2500-\$7500
<b>Creative Concept</b>	\$2000/campaign
<ul style="list-style-type: none"> <li>● Proprietary Creative Concept Survey</li> <li>● Creative Concept and Initial Graphics for One Deliverable</li> <li>● 3 Initial Concept Options</li> <li>● Revisions of One Concept</li> <li>● Upon Approval, Native Art Files Provided</li> </ul>	
<b>Branded Advertising &amp; Collateral Materials</b>	
Pricing Based on Art Production/Project Management	
Assumes Photography and Printing are TBD	
<b>Corporate Identity</b>	
Letterhead, Business Cards, Envelope	\$1500
Email Signature	\$300
Ceremonial Proclamation Template	\$500
Letters of Commendation Template	\$500
Notepad	\$400
Presentation Deck	\$750+*
<i>*BrandEra will need more information to bid this deliverable accurately.</i>	
Zoom Background	\$400
Social Media Graphics	\$300/graphic
E-Newsletter Template	\$1600
Flyer - 8.5” X 11”; 2-sided	\$1800
Trifold Brochure - Flat: 8.5” x 11”; Finished Size: 3.33”x 8.5”	\$1800

Rack Card - 4" x 9"; 2-sided	\$1500
Postcard Mailer – 6" x 9"; 2-sided	\$1500
EDDM Mailer – Flat 12" x 15"; scored and folded to 12" x 7.5"	\$2250
Digital Banners - 3 Banner Package	\$900
Digital Billboard	\$1600
Full Page Print Ad	\$1550
Landing Page	\$1800
Website Graphics	\$1200

**Photography – One Day on Location** \$6750

- Scouting
  - Project Management & Art Direction
  - Photographer
- Photo Processing, Retouching, Photoshop, Talent and Talent Coordination not Included.*

**Videography – One Day on Location/One :30 Video**

\$1500-\$5000+

- Scriptwriting & Project Management
  - Scouting & Art Direction
  - Videography
  - Editing & Posting
- Music, VO, Graphic Treatments, Talent and Talent Coordination not Included.*
- \*Price range based on quality and time spent.

**EXHIBIT “B”  
Insurance Requirements**

**Procurement and Evidence of Insurance.** Contractor must provide City with a certificate or copy of its insurance policy(s) evidencing the coverage and coverage provisions identified below no later than ten (10) days prior to the Performance. All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have an A.M. Best’s rating A- or greater.

All such insurance, with the exception of workers compensation, shall name City as an additional insured and provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance. Each policy and renewals or replacements thereof shall provide that it will not be canceled, non-renewed or material change except with thirty (30) days advance written notice to City. Evidence of such insurance shall be provided to City by delivering certificate(s) of insurance and policy endorsements.

**Coverage and Limits.** The insurance required under this paragraph shall provide for the following coverages and limits:

- a. Workers’ compensation and employers’ liability insurance as required by applicable law and the Special Provisions to this Agreement.
- b. Commercial general liability insurance for bodily injury and property damage, including limited contractual liability coverage in not less than the following amounts:
  - i. General Aggregate Limit \$1,000,000 each occurrence and
  - ii. Each Occurrence Limit \$1,000,000 each occurrence.

**Commercial automobile liability** insurance coverage, including non-owned and hired, covering all owned, hired, or non-owned vehicles including the loading or unloading thereof with limits not less than \$1,000,000.

4880-3513-0297, v. 1



# STAFF REPORT

**MEETING DATE:** May 13, 2024

**MEETING TYPE:** City Council

**SUBMITTED BY:** Karen Steward

**AGENDA CAPTION:** Discuss and consider Resolution R2024-05-1193, OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE AMENDMENT OF THE FY2023-2024 CITY OF HUTCHINS ORGANIZATIONAL CHART. Presented by: Karen Steward, HR Director

### **Background Information**

The City Administrator established the organizational structure of the City on November 7, 2022. The org chart shows which roles are responsible for what tasks, divisions, and departments. It is the responsibility of the City Administrator to review this chart occasionally to make changes in order to improve the quality and productivity of the City.

Currently, Municipal Court falls under the City Secretary; this will be moved to fall under the City Administrator.

### **Budget Implications**

None

### **Operational Impact**

None

### **Legal Review**

None

### **Staff Recommendation**

Staff recommend passing the resolution.

### **Supporting Documentation and Attachments**

Resolution 2024-\_\_\_\_\_

Updated Organizational Chart



**RESOLUTION NO. R2024-05-1193**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE AMENDMENT OF THE FY2023-2024 CITY OF HUTCHINS ORGANIZATIONAL CHART; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, an organizational chart shows the relationship between the City of Hutchins (“City”), the City Council, and all City personnel was adopted on November 7, 2022; and

**WHEREAS**, the City Administrator is appointed by the Mayor and City Council and is responsible for the City’s day-to-day management and operations, providing crucial City services and managing the finances and budget of the City; and

**WHEREAS**, the City Administrator must establish the organizational structure of the City in order to perform the day-to-day management and operation functions of the City; and

**WHEREAS**, the City Council has received a recommendation from the City Administrator to amend the FY2023-2024 Organizational Chart by moving Municipal Court under the direction of the City Administrator as set forth in Exhibit “A” attached hereto and incorporated herein; and

**WHEREAS**, upon full review and consideration, the City Council approves amending the FY2023-2024 Organizational Chart attached hereto as Exhibit “A”; then

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, THAT:**

**SECTION 1.** That the City Council hereby approves the adoption of the amended FY2023-2024 Organizational Chart attached hereto as Exhibit “A”.

**SECTION 2.** This Resolution shall become effective immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas on the 13th day of May 2024.

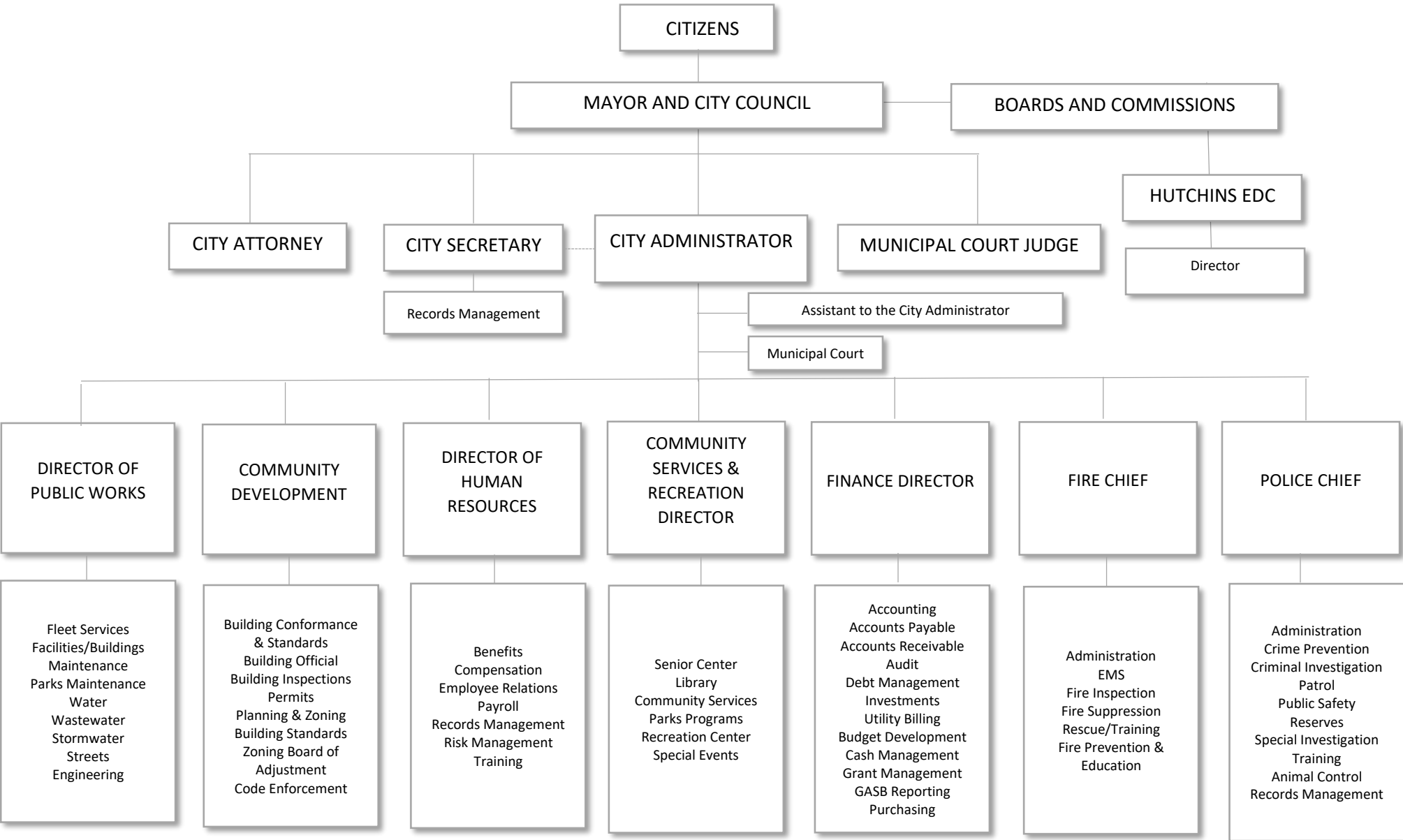
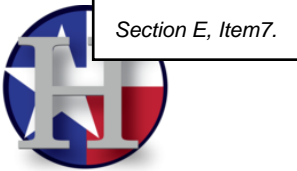
CITY OF HUTCHINS, TEXAS

\_\_\_\_\_  
Mario Vasquez, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia Olguin, City Secretary

**FY 2023-2024 Organizational Chart**  
 REVISED 05/13/2024  
**City of Hutchins**





# STAFF REPORT

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<b>MEETING DATE:</b>	May 13, 2024
<b>MEETING TYPE:</b>	City Council Meeting
<b>SUBMITTED BY:</b>	Wanda Randle
<b>AGENDA CAPTION:</b>	Keep Hutchins Beautiful KHB Board Application Selection

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## Background Information

November 13, 2023, the council officially approved the formation of the Keep Hutchins Beautiful (KHB) Advisory Board. This decision reflects our commitment to preserving and enhancing the natural and aesthetic qualities of our community.

The Keep Hutchins Beautiful Advisory Board will play a vital role in promoting environmental stewardship, community engagement, and sustainable practices throughout our city. The board will work closely with local organizations, businesses, and residents to implement initiatives that beautify our public spaces, conserve natural resources, and foster a sense of pride in our community.

We believe that by working together, we can create a more beautiful and sustainable future for Hutchins.

12 applicants applied to serve on this board and must be reviewed, considered and approved by council prior to installing the board.

## Budget Implications

NA

## Operational Impact

NA

**Legal Review**

Approved 2023

**Staff Recommendation**

To approve applications

**Supporting Documentation and Attachments**

KHB Ordinance

Applications

**CITY OF HUTCHINS, TEXAS  
ORDINANCE NO. 2023-1185**

**AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS AMENDING CHAPTER 1, “GENERAL PROVISIONS”, OF THE CODE OF ORDINANCES OF THE CITY OF HUTCHINS, TEXAS, BY AMENDING ARTICLE 1.11 “PUBLIC PARKS”, TO ADD DIVISION 3 “KEEP HUTCHINS BEAUTIFUL ADVISORY BOARD”, TO PROVIDE FOR ITS CREATION AND PURPOSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutchins, Texas is a Type A general law municipality located in Dallas County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the City Council has determined it is in the public’s best interest to establish the “Keep Hutchins Beautiful Advisory Board” as an advisory board dedicated to promoting public interest in the improvement of the physical environment of the City; and

**WHEREAS**, this advisory board will support programs dedicated to preserving and enhancing the City’s natural environment and quality of life for citizens living and working within the City of Hutchins by conducting community activities promoting Keep Texas Beautiful programs involving litter prevention, minimization of solid waste, beautification, education, and general community improvement regarding the natural surrounding environment.

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

**SECTION 1.** Chapter 1, “General Provisions”, of Article 1.11 “Public Parks”, of the City of Hutchins Code of Ordinances is hereby amended by adding a new Division 3 “Keep Hutchins Beautiful Advisory Board”, to read as follows:

**“Division 3. Keep Hutchins Beautiful Advisory Board.**

**Sec. 1.11.041. – Creation and purpose.**

There is hereby created a Keep Hutchins Beautiful Advisory Board. Which shall consist of seven (7) regular voting members and three (3) alternates and three non-voting student members for the purpose of preserving and enhancing the City’s natural environment and quality of life for citizens living and working within the City of Hutchins, by conducting community activities promoting Keep Texas Beautiful programs involving litter prevention, minimization of solid waste, beautification, education, and general community improvement regarding the natural surrounding environment.

**Sec. 1.11.042. – Membership and Terms.**

(a) Appointed by majority vote of the City Council, this advisory board shall consist of seven (7) regular members and three (3) alternates designated by places 1 through 7 and three (3) non-voting student members selected by the Board members. The term for each regular Board member shall be two (2) years with a six-year term limit. Student members are selected for a school-year term. Members must meet the following qualifications:

- (1) Shall have resided in the corporate limits of the city or owned and/or operated a business located within the corporate limits of the city for at least one (1) year;
- (2) Continue residency or own and/or operate a business in the city during the term of office; and
- (3) Must demonstrate their civic interest, general knowledge of the City while understanding the importance of maintaining the environment and beautification, independent judgment, and the ability and availability to prepare for and attend regular meetings.

(b) The City Council shall appoint a replacement to fill any vacancy for the unexpired term of the members whose place has become vacant.

(c) The City Council shall have the authority to remove any member at any time, with or without cause.

**Sec. 1.11.043. – Organization and officers.**

(a) During the first meeting of the operational year, the Parks and Recreation Board shall determine, by simple majority vote, a Chair, Vice Chair, Secretary, and Historian. These officers will serve terms in accordance with the City of Hutchins Boards and Commissions Policies and Procedures Handbook.

(b) Chair: the Chair shall preside at all meetings of the Board members. The Chair shall perform all duties incidental to the office and advise such action as may be deemed likely to increase the objectives of the Board Members.

(c) Vice Chair: The Vice Chair shall act in the absence of the Chair, and in the absence or disability of the four (4) officers named, a member of the Parks and Recreation Board shall be chosen to act temporarily.

(d) Secretary: The Secretary shall work with the Staff Liaison to keep minutes and attendance of the meetings and shall notify officers and members of meeting times and locations when necessary.

(e) Historian: The Historian shall keep account of all community activities along with putting together a digital scrapbook of yearly activities and events of the organization. The Historian will also work with the Staff Liaison to make publications through social media, press releases, and event fliers.

**Sec. 1.11.044. – Meetings.**

(a) Regular meetings of the Board shall be held monthly. The Board will set meeting dates and items at the first meeting of the operating year. Special meetings may be called by the Staff Liaison, Chair, or on petition of the majority of current Board members. The Chair may call special meetings as necessary.

(b) The Board shall conduct meetings and govern its proceedings according to the City Council's adopted rules of order, abide by the Texas Open Meetings Law, and shall keep a record of its proceedings, including votes and attendance, and shall submit these records to the City Secretary's office.

(c) Members of the Board shall not take any action unless a quorum is present. A quorum shall consist of four (4) members. Each member, including the Chair, is entitled to one (1) vote, and action of the Board shall require a majority of those members present.

(d) The City Manager shall designate a City employee to serve as Staff Liaison to the Board.

**Sec. 1.11.045. – Powers and duties.**

(a) This board is advisory only and shall not have any decision-making authority.

(b) The Board shall have the following duties:

(1) Encourage the reduction of litter in the city, and problems associated therewith;

(2) Recommend to the City Council city-wide refuse policy, environmental policy, and beautification programs for the community as may be needed;

(3) Recommend to the city council the priorities of programs adopted in accordance with this section;

(4) Evaluate effectiveness of such policies which may be adopted by the city council in accordance with this section;

(5) Recommend enforcement and additional program alternatives;

(6) Complete summer, spring, and fall activities;;

(7) Monitor program accomplishments from data collected and examined under the Keep Texas Beautiful and Keep America Beautiful System Guidelines; and

(8) Carry out such other tasks as the city council, parks board and city administrator may designate.

(c) To accomplish these duties, the Board may establish subcommittees as necessary. Any subcommittee shall be chaired by a Keep Hutchins Beautiful Advisory Board member, and an unspecified number of community volunteers may be chosen by the Board as working subcommittee members.

**Sec. 1.11.046 – 1.11.049. – RESERVED.”**

**SECTION 2.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**SECTION 3.** This Ordinance shall be cumulative of all provisions of ordinances and of the City of Hutchins City Code, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

**SECTION 4.** All rights and remedies of the City of Hutchins are expressly saved as to any and all violations of the provisions of the City of Hutchins City Code or any other ordinances regulating noise which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

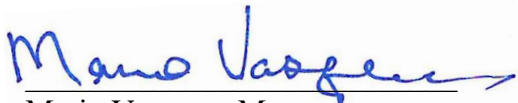
**SECTION 5.** The City Secretary of the City of Hutchins is hereby directed to publish this ordinance as required by law.

**SECTION 6.** This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.



**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ON THIS 13TH DAY OF NOVEMBER 2023.**

**CITY OF HUTCHINS, TEXAS**

  
Mario Vasquez, Mayor

**ATTEST:**

  
Cynthia Olguin, City Secretary



**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney

# KHB Applicant Log

MAY 2024

No.	Name
1	DESIREE FRANCIS
2	VIRGINA BURRELL
3	AMERICA RODRIVEZ
4	KIMBERLEY DIAZ
5	LAROCHA ODOM
6	ELAINE HUDSON
7	SCOTT LINDSAY
8	STEVEN E BROWN
9	TYNEE SIMS-ROGERS
10	JENNIFER MACIAS
11	TERESA AYALA
12	ALICIA MCCOWAN
13	
14	
15	
16	



### CITY OF HUTCHINS BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141  
or email to colguin@cityofhutchins.org.

**APPLICANTS MUST HAVE LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS AND BE A REGISTERED VOTER IN THE CITY OF HUTCHINS. YOU ARE NOT ELIGIBLE TO APPLY IF YOU DO NOT MEET BOTH OF THOSE REQUIREMENTS.**

**Board or Commission you wish to serve: Check One (1):**

<input type="checkbox"/>	Atwell Public Library Board	<input type="checkbox"/>	Building and Standards Commission
<input type="checkbox"/>	Economic Development Corporation	<input type="checkbox"/>	Historical Society Board
<input type="checkbox"/>	Parks and Recreation Board	<input type="checkbox"/>	Planning and Zoning Commission
<input type="checkbox"/>	TJRZ – Tax Increment Financing Zone	<input type="checkbox"/>	Zoning Board of Adjustment
<input checked="" type="checkbox"/>	Keep Hutchins Beautiful Advisory Board		

**Applicant Information:**

Francis (Ms./Mrs./Mr.) (Last Name) Desiree (First Name) \_\_\_\_\_ (MI)

705 N. Denton St. Hutchins, TX 75141  
Home Address \_\_\_\_\_ Zip Code

4 Home Phone Number 469-650-6035 Cell Phone Number Desi9681@yahoo.com Email Address

- Resident of the City for 4 years. Are you a Qualified Registered Voter?  YES  NO
- Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?  
1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?  
 YES  NO If yes, please explain: \_\_\_\_\_
- Please list any education, experience or special knowledge that qualifies you to serve:  
Some College - Attending Secondary Currently
- List any civic or community activities in which you have been involved. \_\_\_\_\_
- Have you or are you currently serving on another Board or Commission?  YES  NO  
If yes, please list and include approximate dates of service. \_\_\_\_\_

- 6. Are you an existing Board/Commission member desiring to remain on the same board?  YES  NO
- 7. Have you attended a City Council meeting before?  YES  NO
- 8. Have you attended a Board or Commission meeting for which you have applied?  YES  NO
- 9. Do you have knowledge regarding the Board/Commission you are applying to serve?  YES  NO

**PUBLIC INFORMATION NOTICE**

Certain information submitted on the Boards and Commission Application is subject to the Texas Information Act and may be disclosed to anyone requesting this information. The act allows a board member of a governmental body to choose whether to allow public access to the information in the custody of the city that relates to the home address and phone numbers.

I, Desiree Francis, applicant for Boards/Commissions for the City of Hutchins, elect to:

**ALLOW public access to my home address and telephone number(s).**

**DO NOT ALLOW public access to my home address and telephone number(s).**

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature Desiree Francis Date Submitted 4/18/24

**OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Application Verified by: \_\_\_\_\_ Forwarded to council: \_\_\_\_\_

Appointed by council: YES  NO  Date Appointed: \_\_\_\_\_

Regular Member:  Alternate Member:  Full Term:  Unexpired Term:  Term Dates: \_\_\_\_\_

Oath of Office on file: \_\_\_\_\_ PIA Training – Date Completed: \_\_\_\_\_ OMA Training – Date Completed: \_\_\_\_\_



### CITY OF HUTCHINS BOARDS AND COMMISSIONS APPLICATION

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Board or Commission you wish to serve: Check One (1):

<input type="checkbox"/> Atwell Public Library Board	<input type="checkbox"/> Building and Standards Commission
<input type="checkbox"/> Economic Development Corporation	<input type="checkbox"/> Historical Society Board
<input type="checkbox"/> Parks and Recreation Board	<input type="checkbox"/> Planning and Zoning Commission
<input checked="" type="checkbox"/> TIRZ - Tax Increment Financing Zone	<input type="checkbox"/> Zoning Board of Adjustment
<input checked="" type="checkbox"/> Keep Hutchins Beautiful Advisory Board	

**Applicant Information:**

Burrell Virginia  
(Ms./Mrs./Mr.) (Last Name) (First Name) (MI)

[Redacted] 75141  
Zip Code

[Redacted] vtburrell1039@gmail.com  
Home Phone Number Cell Phone Number Email Address

- Resident of the City for 47 years. Are you a Qualified Registered Voter?  YES  NO
- Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?  
1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?  
 YES  NO If yes, please explain: \_\_\_\_\_
- Please list any education, experience or special <sup>Early</sup> knowledge that qualifies you to serve:  
Master Degree in Special Education, BA in Elementary Education
- List any civic or community activities in which you have been involved. parks & Recreation Board several years ago
- Have you or are you currently serving on another Board or Commission?  YES  NO  
If yes, please list and include approximate dates of service. \_\_\_\_\_

- 6. Are you an existing Board/Commission member desiring to remain on the same board?  YES  NO
- 7. Have you attended a City Council meeting before?  YES  NO
- 8. Have you attended a Board or Commission meeting for which you have applied?  YES  NO
- 9. Do you have knowledge regarding the Board/Commission you are applying to serve?  YES  NO

**PUBLIC INFORMATION NOTICE**

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I, Virginia R. Burrell, applicant for Boards/Commissions for the City of Hutchins, elect to:

- ALLOW public access to my home address and telephone number(s).
- DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature Virginia R. Burrell Date Submitted April 18, 2024

**OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Application Verified by: \_\_\_\_\_ Forwarded to council: \_\_\_\_\_

Appointed by council: YES  NO  Date Appointed: \_\_\_\_\_

Regular Member:  Alternate Member:  Full Term:  Unexpired Term:  Term Dates: \_\_\_\_\_

Oath of Office on file: \_\_\_\_\_ PIA Training – Date Completed: \_\_\_\_\_ OMA Training – Date Completed: \_\_\_\_\_



### CITY OF HUTCHINS BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141  
or email to colguin@cityofhutchins.org.

**APPLICANTS MUST HAVE LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS AND BE A REGISTERED VOTER IN THE CITY OF HUTCHINS. YOU ARE NOT ELIGIBLE TO APPLY IF YOU DO NOT MEET BOTH OF THOSE REQUIREMENTS.**

Board or Commission you wish to serve: Check One (1):

<input type="checkbox"/>	Atwell Public Library Board	<input type="checkbox"/>	Building and Standards Commission
<input type="checkbox"/>	Economic Development Corporation	<input type="checkbox"/>	Historical Society Board
<input type="checkbox"/>	Parks and Recreation Board	<input type="checkbox"/>	Planning and Zoning Commission
<input type="checkbox"/>	TIRZ – Tax Increment Financing Zone	<input type="checkbox"/>	Zoning Board of Adjustment
<input checked="" type="checkbox"/>	Keep Hutchins Beautiful Advisory Board		

**Applicant Information:**

Rodriguez (Ms./Mrs./Mr.) (Last Name)      America (First Name)      (MI)

Home Address: [Redacted]      Zip Code: 75141

Home Phone Number: [Redacted]      Cell Phone Number: [Redacted]      Email Address: Americarodriguez954@gmail.com

- Resident of the City for 22 years. Are you a Qualified Registered Voter?  YES  NO
- Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?  
1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?  
 YES  NO If yes, please explain: \_\_\_\_\_
- Please list any education, experience or special knowledge that qualifies you to serve: \_\_\_\_\_  
Bachelors degree - Texas A&M
- List any civic or community activities in which you have been involved. \_\_\_\_\_  
None yet, but excited to serve
- Have you or are you currently serving on another Board or Commission?  YES  NO  
If yes, please list and include approximate dates of service. \_\_\_\_\_

- 6. Are you an existing Board/Commission member desiring to remain on the same board?  YES  NO
- 7. Have you attended a City Council meeting before?  YES  NO
- 8. Have you attended a Board or Commission meeting for which you have applied?  YES  NO
- 9. Do you have knowledge regarding the Board/Commission you are applying to serve?  YES  NO

**PUBLIC INFORMATION NOTICE**


Certain information submitted on the Boards and Commission Application is subject to the Texas Information Act and may be disclosed to anyone requesting this information. The act allows a board member of a governmental body to choose whether to allow public access to the information in the custody of the city that relates to the **home address and phone numbers**.

I, Amenca Rodriguez, applicant for Boards/Commissions for the City of Hutchins, elect to:

- ALLOW public access to my home address and telephone number(s).
- DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature  Date Submitted 4/15/24

**OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Application Verified by: \_\_\_\_\_ Forwarded to council: \_\_\_\_\_

Appointed by council: YES  NO  Date Appointed: \_\_\_\_\_

Regular Member:  Alternate Member:  Full Term:  Unexpired Term:  Term Dates: \_\_\_\_\_

Oath of Office on file: \_\_\_\_\_ PIA Training – Date Completed: \_\_\_\_\_ OMA Training – Date Completed: \_\_\_\_\_





### CITY OF HUTCHINS BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141  
or email to colguin@cityofhutchins.org.

**APPLICANTS MUST HAVE LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS AND BE A REGISTERED VOTER IN THE CITY OF HUTCHINS. YOU ARE NOT ELIGIBLE TO APPLY IF YOU DO NOT MEET BOTH OF THOSE REQUIREMENTS.**

Board or Commission you wish to serve: Check One (1):

<input type="checkbox"/>	Atwell Public Library Board	<input type="checkbox"/>	Building and Standards Commission
<input type="checkbox"/>	Economic Development Corporation	<input type="checkbox"/>	Historical Society Board
<input type="checkbox"/>	Parks and Recreation Board	<input type="checkbox"/>	Planning and Zoning Commission
<input type="checkbox"/>	TIRZ - Tax Increment Financing Zone	<input type="checkbox"/>	Zoning Board of Adjustment
<input checked="" type="checkbox"/>	Keep Hutchins Beautiful Advisory Board		

**Applicant Information:**

Diaz (Ms /Mrs /Mr.) (Last Name) Kimberley (First Name) \_\_\_\_\_ (MI)

Home Address \_\_\_\_\_ Zip Code 75141

Home Phone Number \_\_\_\_\_ Cell Phone Number \_\_\_\_\_ Email Address diaz.kimberley20@gmail.com

- Resident of the City for 1 years. Are you a Qualified Registered Voter?  YES  NO
- Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?  
1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?  
 YES  NO If yes, please explain: \_\_\_\_\_
- Please list any education, experience or special knowledge that qualifies you to serve: \_\_\_\_\_  
higher education experience
- List any civic or community activities in which you have been involved. church involvement
- Have you or are you currently serving on another Board or Commission?  YES  NO  
If yes, please list and include approximate dates of service. \_\_\_\_\_

- 6. Are you an existing Board/Commission member desiring to remain on the same board?  YES  NO
- 7. Have you attended a City Council meeting before?  YES  NO
- 8. Have you attended a Board or Commission meeting for which you have applied?  YES  NO
- 9. Do you have knowledge regarding the Board/Commission you are applying to serve?  YES  NO

**PUBLIC INFORMATION NOTICE**

Certain information submitted on the Boards and Commission Application is subject to the Texas Information Act and may be disclosed to anyone requesting this information. The act allows a board member of a governmental body to choose whether to allow public access to the information in the custody of the city that relates to the home address and phone numbers.

I, Kimberley Diaz, applicant for Boards/Commissions for the City of Hutchins, elect to:

- ALLOW public access to my home address and telephone number(s).
- DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature [Handwritten Signature] Date Submitted 4/13/24

**OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Application Verified by: \_\_\_\_\_ Forwarded to council: \_\_\_\_\_

Appointed by council: YES  NO  Date Appointed: \_\_\_\_\_

Regular Member:  Alternate Member:  Full Term:  Unexpired Term:  Term Dates: \_\_\_\_\_

Oath of Office on file: \_\_\_\_\_ PIA Training – Date Completed: \_\_\_\_\_ OMA Training – Date Completed: \_\_\_\_\_



### CITY OF HUTCHINS BOARDS AND COMMISSIONS APPLICATION

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Board or Commission you wish to serve: Check One (1):

<input type="checkbox"/>	Atwell Public Library Board	<input type="checkbox"/>	Building and Standards Commission
<input type="checkbox"/>	Economic Development Corporation	<input type="checkbox"/>	Historical Society Board
<input type="checkbox"/>	Parks and Recreation Board	<input checked="" type="checkbox"/>	Planning and Zoning Commission
<input type="checkbox"/>	TIRZ – Tax Increment Financing Zone	<input type="checkbox"/>	Zoning Board of Adjustment
<input checked="" type="checkbox"/>	Keep Hutchins Beautiful Advisory Board		

**Applicant Information:**

Mrs. Adam LaRoche  
(Ms./Mrs./Mr.) (Last Name) (First Name) (MI)

[Redacted] Hutchins, TX 75141  
Home Address Zip Code

[Redacted] [Redacted] larocha.whitedompsychoo.com  
Home Phone Number Cell Phone Number Email Address

- Resident of the City for 21 years. Are you a Qualified Registered Voter?  YES  NO
- Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?  
1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?  
 YES  NO If yes, please explain: \_\_\_\_\_
- Please list any education, experience or special knowledge that qualifies you to serve: \_\_\_\_\_  
\_\_\_\_\_
- List any civic or community activities in which you have been involved. Parks Board  
President
- Have you or are you currently serving on another Board or Commission?  YES  NO  
If yes, please list and include approximate dates of service. \_\_\_\_\_  
\_\_\_\_\_

- 6. Are you an existing Board/Commission member desiring to remain on the same board?  YES  NO
- 7. Have you attended a City Council meeting before?  YES  NO
- 8. Have you attended a Board or Commission meeting for which you have applied?  YES  NO
- 9. Do you have knowledge regarding the Board/Commission you are applying to serve?  YES  NO

**PUBLIC INFORMATION NOTICE**

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I, La Roche Odron, applicant for Boards/Commissions for the City of Hutchins, elect to:

- ALLOW public access to my home address and telephone number(s).
- DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature *La Roche Odron* Date Submitted 4/18/23

**OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Application Verified by: \_\_\_\_\_ Forwarded to council: \_\_\_\_\_

Appointed by council: YES  NO  Date Appointed: \_\_\_\_\_

Regular Member:  Alternate Member:  Full Term:  Unexpired Term:  Term Dates: \_\_\_\_\_

Oath of Office on file: \_\_\_\_\_ PIA Training - Date Completed: \_\_\_\_\_ OMA Training - Date Completed: \_\_\_\_\_



# CITY OF HUTCHINS BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141  
or email to colguin@cityofhutchins.org.

**APPLICANTS MUST MEET THE FOLLOWING REQUIREMENTS:**

1. LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS
2. A REGISTERED VOTER IN THE CITY OF HUTCHINS.

**Board or Commission you wish to serve: Check One (1):**

<input type="checkbox"/>	Atwell Public Library Board	<input type="checkbox"/>	Building and Standards Commission
<input type="checkbox"/>	Economic Development Corporation	<input type="checkbox"/>	Historical Society Board
<input type="checkbox"/>	Parks and Recreation Board	<input type="checkbox"/>	Planning and Zoning Commission
<input type="checkbox"/>	TIRZ – Tax Increment Financing Zone	<input type="checkbox"/>	Zoning Board of Adjustment
<input checked="" type="checkbox"/>	Keep Hutchins Beautiful Advisory Board		

**Applicant Information:**

Hudson Elgise M  
 (Ms./Mrs./Mr.) (Last Name) (First Name) (MI)

[Redacted] 75141  
 Home Address Zip Code

[Redacted] emchud61@gmail.com  
 Home Phone Number Cell Phone Number Email Address

1. Resident of the City for 50 years. Are you a Qualified Registered Voter?  YES  NO
2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?  
 1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?  
 YES  NO If yes, please explain: \_\_\_\_\_
3. Please list any education, experience or special knowledge that qualifies you to serve: Resident
4. List any civic or community activities in which you have been involved. None
5. Have you or are you currently serving on another Board or Commission?  YES  NO  
 If yes, please list and include approximate dates of service. \_\_\_\_\_

- Section E, Item 8.
6. Are you an existing Board/Commission member desiring to remain on the same board?  YES  NO
  7. Have you attended a City Council meeting before?  YES  NO
  8. Have you attended a Board or Commission meeting for which you have applied?  YES  NO
  9. Do you have knowledge regarding the Board/Commission you are applying to serve?  YES  NO

**PUBLIC INFORMATION NOTICE**

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I, Elaine Hudson, applicant for City of Hutchins Boards and Commissions, choose the following:

- ALLOW public access to my home address and telephone number(s).
- DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board or commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & and the Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature Elaine Hudson Date Submitted 1-29-24

**OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Application Verified by: \_\_\_\_\_ Forwarded to council: \_\_\_\_\_

Appointed by council: YES  NO  Date Appointed: \_\_\_\_\_

Regular Member:  Alternate Member:  Full Term:  Unexpired Term:  Term Dates: \_\_\_\_\_

Oath of Office on file: \_\_\_\_\_ PIA Training – Date Completed: \_\_\_\_\_ OMA Training – Date Completed: \_\_\_\_\_

**Home Phone Number**

**Cell Phone Number**

**Email Address**

slindsay@ktnusa.com

**How many years have you resided in the City?**

5

**Are you a Qualified Registered Voter?**

No

**Please list any education, experience, or special knowledge that qualifies you to serve:**

Bachelor of Science in Geographic Information Science from Texas State University  
Masters of Business Administration from the University of Houston - Downtown

**List any civic or community activities in which you have been involved:**

N/A

**Have you, or are you, currently serving, on another Board or Commission?**

No

**If yes, please list and include approximate dates of service:**

N/A

**Do you have knowledge regarding the Board/Commission you are applying to serve?**

Yes

**Have you attended a City Council meeting before?**

No

**Have you attended a Board or Commission meeting for which you have applied?**

No

**PUBLIC INFORMATION NOTICE**

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**I, applicant for Boards/Commissions for the City of Hutchins, elect to:**

**DO NOT ALLOW** public access to my home address and telephone number(s).

**By typing my name below and submitting the form, I acknowledge the following:**

All individuals appointed to serve on a board/commission will be required to complete me orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

Section E, Item 8.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

**Signature**

Scott Lindsay

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**Wanda Randle**

**From:** Katherine Lindsey  
**Sent:** Monday, April 8, 2024 6:52 PM  
**To:** Wanda Randle  
**Subject:** Fwd: Boards and Commission Online Application Submission

Wanda,

Let me know if you received this yourself so I know the form settings are set up right.

Looks like the notification was effective.

Katherine

Sent via the Samsung Galaxy S21 FE 5G, an AT&T 5G smartphone  
Get [Outlook for Android](#)

---

**From:** Hutchins TX <noreply@civicplus.com>  
**Sent:** Monday, April 8, 2024 4:57:33 PM  
**To:** Katherine Lindsey <klindsey@cityofhutchins.org>  
**Subject:** Boards and Commission Online Application Submission

You don't often get email from noreply@civicplus.com. [Learn why this is important](#)

Submitted on Mon, 04/08/2024 - 4:57 PM

Submitted by: Anonymous

Submitted values are:

**Board or Commission you wish to serve:**  
Keep Hutchins Beautiful Advisory Board

**Name**  
Steven E Brown

**Home Address**  
[REDACTED]  
Hutchins , Texas. 75141

**Cell Phone Number**  
[REDACTED]

**Email Address**  
[sbrown1983@att.net](mailto:sbrown1983@att.net)

**How many years have you resided in the City?**

**Are you a Qualified Registered Voter?**

Yes

**Have you, or are you, currently serving, on another Board or Commission?**

No

**Are you an existing Board/Commission member desiring to remain on the same board?**

No

**Do you have knowledge regarding the Board/Commission you are applying to serve?**

Yes

**Have you attended a City Council meeting before?**

No

**Have you attended a Board or Commission meeting for which you have applied?**

No

**PUBLIC INFORMATION NOTICE**

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**I, applicant for Boards/Commissions for the City of Hutchins, elect to:**

DO NOT ALLOW public access to my home address and telephone number(s).

***By typing my name below and submitting the form, I acknowledge the following:***

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

**Signature**

**Steven E Brown**

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**Wanda Randle**

**From:** Cynthia Olguin  
**Sent:** Thursday, April 25, 2024 4:51 PM  
**To:** Wanda Randle  
**Subject:** FW: Boards and Commission Online Application Submission

Hi Wanda –  
Do you have this application?

**Cynthia Olguin, TRMC | City Secretary**  
**City of Hutchins**  
[colguin@cityofhutchins.org](mailto:colguin@cityofhutchins.org)  
321. N. Main Street | PO Box 500 | Hutchins, TX 75141  
Main: 972-225-6121 Direct: 972-225-7435



*This email, plus any attachments, may constitute a public record of the City of Hutchins and may be subject to public disclosure under the Texas Public Information Act.*

***PUBLIC OFFICIALS:** A "reply to all" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.*

---

**From:** Hutchins TX <noreply@civicplus.com>  
**Sent:** Thursday, April 11, 2024 12:17 PM  
**To:** Cynthia Olguin <colguin@cityofhutchins.org>  
**Subject:** Boards and Commission Online Application Submission

Submitted on Thu, 04/11/2024 - 12:17 PM

Submitted by: Anonymous

Submitted values are:

**Board or Commission you wish to serve:**  
Keep Hutchins Beautiful Advisory Board

**Name**  
Mrs Tynee Sims-Rogers

**Home Address**  
[REDACTED]  
Hutchins, Texas. 75141

**Cell Phone Number**  
[REDACTED]

**Email Address**

[rogerstynneandterence@gmail.com](mailto:rogerstynneandterence@gmail.com)

**How many years have you resided in the City?**

1

**Are you a Qualified Registered Voter?**

Yes

**Please list any education, experience, or special knowledge that qualifies you to serve:**

I have a Master's degree in Communications.

I serve as on the Community Impact Committee for the Omicron Mu Omega chapter of Alpha Kappa Alpha Sorority, Inc.

I was previously the social and community service chair for the Black Employee Resource Group at the University of Texas at Dallas.

I am the community service coordinator for Egbe Akoben young men's group.

**List any civic or community activities in which you have been involved:**

Alpha Kappa Alpha Sorority, Inc.

Dallas College Food Pantry

Volunteer for Austin Street Center

Volunteer for Morney Berry Farms

Volunteer for Bonton Farms

Volunteer for Goodwill

**Have you, or are you, currently serving, on another Board or Commission?**

No

**Do you have knowledge regarding the Board/Commission you are applying to serve?**

Yes

**Have you attended a City Council meeting before?**

No

**Have you attended a Board or Commission meeting for which you have applied?**

No

**PUBLIC INFORMATION NOTICE**

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**I, applicant for Boards/Commissions for the City of Hutchins, elect to:**

DO NOT ALLOW public access to my home address and telephone number(s).

***By typing my name below and submitting the form, I acknowledge the following:***

All individuals appointed to serve on a board/commission will be required to complete me Section E, Item 8. orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

**Signature**

Tynee Sims-Rogers

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**Wanda Randle**

**From:** Cynthia Olguin  
**Sent:** Monday, April 29, 2024 6:17 AM  
**To:** Wanda Randle  
**Subject:** FW: Boards and Commission Online Application Submission

Good morning –  
Here’s another application.

**Cynthia Olguin, TRMC** | City Secretary  
**City of Hutchins**  
[colguin@cityofhutchins.org](mailto:colguin@cityofhutchins.org)  
321. N. Main Street | PO Box 500 | Hutchins, TX 75141  
Main: 972-225-6121 Direct: 972-225-7435



*This email, plus any attachments, may constitute a public record of the City of Hutchins and may be subject to public disclosure under the Texas Public Information Act.*

***PUBLIC OFFICIALS:** A “reply to all” of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.*

---

**From:** Hutchins TX <noreply@civicplus.com>  
**Sent:** Sunday, April 28, 2024 11:57 PM  
**To:** Cynthia Olguin <colguin@cityofhutchins.org>  
**Subject:** Boards and Commission Online Application Submission

Submitted on Sun, 04/28/2024 - 11:57 PM

Submitted by: Anonymous

Submitted values are:

**Board or Commission you wish to serve:**  
Keep Hutchins Beautiful Advisory Board

**Name**  
Jennifer Macias

**Home Address**  
[REDACTED]  
Dallas, Texas. 75204

**Home Phone Number**  
[REDACTED]

**Email Address**

[jenmacias@dallasisd.org](mailto:jenmacias@dallasisd.org)

**How many years have you resided in the City?**

9 months

**Are you a Qualified Registered Voter?**

No

**Please list any education, experience, or special knowledge that qualifies you to serve:**

6-8 Grade Personalized Learning School Teacher  
Bachelor's of the Arts in Dance Education  
PBL classes  
Residential Assistant  
Choreographer & Dancer= Analytical and Flexible

**List any civic or community activities in which you have been involved:**

Performances with My students.  
I planned, organized, and directed my Spring Show for 3 years.  
I teach at summer dance intensives every year.  
Not to mention, I have younger family members and I am the "cool" aunt for a reason.

**Have you, or are you, currently serving, on another Board or Commission?**

No

**Do you have knowledge regarding the Board/Commission you are applying to serve?**

Yes

**Have you attended a City Council meeting before?**

No

**Have you attended a Board or Commission meeting for which you have applied?**

No

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**I, applicant for Boards/Commissions for the City of Hutchins, elect to:**

DO NOT ALLOW public access to my home address and telephone number(s).

***By typing my name below and submitting the form, I acknowledge the following:***

All individuals appointed to serve on a board/commission will be required to complete me Section E, Item 8. orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

**Signature**

Jennifer Macias

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# CITY OF HUTCHINS BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141  
or email to colguin@cityofhutchins.org.

**APPLICANTS MUST MEET THE FOLLOWING REQUIREMENTS:**

1. LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS
2. A REGISTERED VOTER IN THE CITY OF HUTCHINS.

**Board or Commission you wish to serve: Check One (1):**

<input type="checkbox"/> Atwell Public Library Board	<input type="checkbox"/> Building and Standards Commission
<input type="checkbox"/> Economic Development Corporation	<input type="checkbox"/> Historical Society Board
<input type="checkbox"/> Parks and Recreation Board	<input type="checkbox"/> Planning and Zoning Commission
<input type="checkbox"/> TIRZ – Tax Increment Financing Zone	<input type="checkbox"/> Zoning Board of Adjustment
<input checked="" type="checkbox"/> Keep Hutchins Beautiful Advisory Board	

**Applicant Information:**

Ayala Teresa  
 (Ms./Mrs./Mr.) (Last Name) (First Name) (MI)

[Redacted] 75141  
 Home Address Zip Code

[Redacted]  
 Home Phone Number Cell Phone Number Email Address

1. Resident of the City for 7 years. Are you a Qualified Registered Voter?  YES  NO
2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?  
 1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?  
 YES  NO If yes, please explain: \_\_\_\_\_
3. Please list any education, experience or special knowledge that qualifies you to serve: \_\_\_\_\_  
Attends most City Functions
4. List any civic or community activities in which you have been involved. NO
5. Have you or are you currently serving on another Board or Commission?  YES  NO  
 If yes, please list and include approximate dates of service. \_\_\_\_\_

- Section E, Item 8.
6. Are you an existing Board/Commission member desiring to remain on the same board?  YES  NO
  7. Have you attended a City Council meeting before?  YES  NO
  8. Have you attended a Board or Commission meeting for which you have applied?  YES  NO
  9. Do you have knowledge regarding the Board/Commission you are applying to serve?  YES  NO

**PUBLIC INFORMATION NOTICE**

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I, Teresa Ayala, applicant for City of Hutchins Boards and Commissions, choose the following:

- ALLOW public access to my home address and telephone number(s).
- DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board or commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & and the Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature Teresa Ayala Date Submitted 3.30.2024

**OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Application Verified by: \_\_\_\_\_ Forwarded to council: \_\_\_\_\_

Appointed by council: YES  NO  Date Appointed: \_\_\_\_\_

Regular Member:  Alternate Member:  Full Term:  Unexpired Term:  Term Dates: \_\_\_\_\_

Oath of Office on file: \_\_\_\_\_ PIA Training – Date Completed: \_\_\_\_\_ OMA Training – Date Completed: \_\_\_\_\_



### CITY OF HUTCHINS BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141  
or email to colguin@cityofhutchins.org.

- APPLICANTS MUST MEET THE FOLLOWING REQUIREMENTS:**
1. LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS
  2. A REGISTERED VOTER IN THE CITY OF HUTCHINS.

Board or Commission you wish to serve: Check One (1):

<input type="checkbox"/>	Atwell Public Library Board	<input type="checkbox"/>	Building and Standards Commission
<input type="checkbox"/>	Economic Development Corporation	<input type="checkbox"/>	Historical Society Board
<input type="checkbox"/>	Parks and Recreation Board	<input type="checkbox"/>	Planning and Zoning Commission
<input type="checkbox"/>	TIRZ – Tax Increment Financing Zone	<input type="checkbox"/>	Zoning Board of Adjustment
<input checked="" type="checkbox"/>	Keep Hutchins Beautiful Advisory Board		

**Applicant Information:**

Mrs. Alicia McCowan  
 (Ms./Mrs./Mr.) (Last Name) (First Name) (MI)

[Redacted] 75141  
 Home Address Zip Code

[Redacted]  
 Home Phone Number Cell Phone Number Email Address

1. Resident of the City for 6 years. Are you a Qualified Registered Voter?  YES  NO
2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?  
 1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?  
 YES  NO If yes, please explain: \_\_\_\_\_
3. Please list any education, experience or special knowledge that qualifies you to serve: Educator
4. List any civic or community activities in which you have been involved. Park Board
5. Have you or are you currently serving on another Board or Commission?  YES  NO  
 If yes, please list and include approximate dates of service. Park Board

- Section E, Item 8.
6. Are you an existing Board/Commission member desiring to remain on the same board?  YES  NO
  7. Have you attended a City Council meeting before?  YES  NO
  8. Have you attended a Board or Commission meeting for which you have applied?  YES  NO
  9. Do you have knowledge regarding the Board/Commission you are applying to serve?  YES  NO

**PUBLIC INFORMATION NOTICE**

Certain information submitted on the Boards and Commission Application is subject to the Texas Information Act and may be disclosed to anyone requesting this information. The act allows a board member of a governmental body to choose whether to allow public access to the information in the custody of the city that relates to the home address and phone numbers.

I, Alicia McCowan, applicant for City of Hutchins Boards and  
(PRINT NAME HERE)

Commissions, choose the following:

- ALLOW public access to my home address and telephone number(s).
- DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board or commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & and the Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature Alicia McCowan Date Submitted 3/30/24

**OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Application Verified by: \_\_\_\_\_ Forwarded to council: \_\_\_\_\_

Appointed by council: YES  NO  Date Appointed: \_\_\_\_\_

Regular Member:  Alternate Member:  Full Term:  Unexpired Term:  Term Dates: \_\_\_\_\_

Oath of Office on file: \_\_\_\_\_ PIA Training - Date Completed: \_\_\_\_\_ OMA Training - Date Completed: \_\_\_\_\_



# STAFF REPORT

<b>MEETING DATE:</b>	April 15, 2024
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	Robert McWayne
<b>AGENDA CAPTION:</b>	Discuss and consider Ordinance 2024-05-1192, OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 “TRAFFIC AND VEHICLES” BY AMENDING ARTICLE 12.05 “COMMERCIAL AND OVERSIZED VEHICLES” BY AMENDING DIVISION 3 “WEIGHT LIMITS; TRUCK ROUTES” BY AMENDING SECTION 12.05.092 “DESIGNATED TRUCK ROUTES; DEFENSES” BY AMENDING PARAGRAPH 12.05.092(b) TO REVISE LANCASTER-HUTCHINS ROAD LIMITS. Presented by: Mamun Yusuf

### **Background Information**

On April 1<sup>st</sup>, 2024, Kimley-Horn asked City Council to extend the current truck route on Lancaster-Hutchins from W. Wintergreen Road to Witt Road. They stated that they would improve Lancaster-Hutchins Road from the Adessa entrance to Witt road by widening it and adding a turn lane so that the trucks would have less of an impact on the traffic flow. The current ordinance has Lancaster-Hutchins as a truck route from W. Wintergreen eastward 2,635 feet and would change to W. Wintergreen eastward 4,187 feet.

### **Budget Implications**

N/A

### **Operational Impact**

N/A

### **Legal Review**

The Attorney’s office prepared the ordinance amendment.

### **Staff Recommendation**

N/A

### **Supporting Documentation and Attachments**

To: Robert McWayne  
City of Hutchins  
Assistant Director of Public Works

From: Sidney Stratton, Prologis  
Dan Gallagher, P.E., Kimley-Horn

Date: April 29<sup>th</sup>, 2024

Subject: Lancaster Hutchins Road Improvements

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Mr. McWayne –

Prologis is the Owner of property located north of Witt Road and west of Lancaster Hutchins Road. Improvements to Witt Road are currently under construction to support development of the subject site. The City of Hutchins recently advised Prologis that Lancaster Hutchins Road is only an approved truck route to the existing northernmost ADESA driveway. The City is drafting an ordinance to have the end of the truck route extended approximately 1,000 LF to the new intersection of Witt Road with Lancaster Hutchins Road. We understand the Ordinance will be placed on the May 13<sup>th</sup> City Council Agenda.

To support this request, Prologis will, at our cost, make improvements to Lancaster Hutchins Road to match the improved section that currently exists adjacent to the ADESA site. These improvements include new asphalt overlay per TxDOT standards and pavement restriping to a 3-lane road. The total pavement width of approximately 42-feet will accommodate 3 – 12-foot-wide travel lanes with a 3 ft shoulder on each side. Please see attached exhibit for additional details.

Prologis is committed to start design of these improvements immediately after approval of the Ordinance. Should you have any questions please contact me or our Engineer at Kimley-Horn.

Sincerely,



Sidney Stratton  
972-884-9229

Attachments:  
Lancaster Hutchins Overlay Exhibit



**CITY OF HUTCHINS, TEXAS  
ORDINANCE NO. 2024-05-1192**

**AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 “TRAFFIC AND VEHICLES” BY AMENDING ARTICLE 12.05 “COMMERCIAL AND OVERSIZED VEHICLES” BY AMENDING DIVISION 3 “WEIGHT LIMITS; TRUCK ROUTES” BY AMENDING SECTION 12.05.092 “DESIGNATED TRUCK ROUTES; DEFENSES” BY AMENDING PARAGRAPH 12.05.092(b) TO REVISE LANCASTER-HUTCHINS ROAD LIMITS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**Section 1.** That the City of Hutchins Code of Ordinances is amended by amending Chapter 12 “Traffic and Vehicles” by amending Article 12.05 “Commercial and Oversized Vehicles” by amending Division 3 “Weight Limits; Truck Routes” by amending Section 12.05.092 “Designated Truck Routes; Defenses” by amending Paragraph 12.05.092(b), to read as follows:

**“CHAPTER 12**

**TRAFFIC AND VEHICLES**

...

**“ARTICLE 12.05 COMMERCIAL AND OVERSIZED VEHICLES”**

...

**Division 3 Weight Limits; Truck Routes**

...

**§ 12.05.092 Designated truck routes; defenses.**

**AMEND 12.05.092(b):**

...

**(b)** Every U.S. and state highway and the following locations within the city are hereby designated truck routes.



Name of Street	Limits
...	
Lancaster-Hutchins Road	From W. Wintergreen eastward <del>2,635</del> <b>4,187</b> feet
..."	

**Section 2.** That all provisions of the ordinances of the City of Hutchins in conflict with the provisions of this Ordinance be and the same are hereby, repealed, and all other provisions of the ordinances of the City of Hutchins not in conflict with the provisions of this ordinance shall remain in full force and effect.

**Section 3.** That should any sentence, paragraph, subdivision, clause, phrase or Section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

**Section 4.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Ordinances of the City of Hutchins, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**Section 5.** That any person violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Hutchins as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense.

**Section 5.** This Ordinance shall take effect immediately from and after its passage.

**IT IS ACCORDINGLY SO ORDAINED.**

**DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE 13th DAY OF MAY 2024.**

**CITY OF HUTCHINS, TEXAS**

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Mario Vasquez, Mayor

**ATTEST:**

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Cynthia Olguin, City Secretary

**APPROVED AS TO FORM:**

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Joseph J. Gorfida, Jr., City Attorney  
(04-12-2024: 4855-4722-4246, v. 1)



# STAFF REPORT

**MEETING DATE:** May 13, 2024

**MEETING TYPE:** City Council

**SUBMITTED BY:** Mamun Yusuf

**AGENDA CAPTION:** Discuss and consider Resolution R2024-05-1194, OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING BIDS RECEIVED IN ASSOCIATION WITH THE SIDEWALK IMPROVEMENT PROJECT; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE APPARENT LOW BIDDER THE ESTRADA CONCRETE COMPANY LLC , IN AN AMOUNT NOT TO EXCEED \$472,834.95. Presented by Mamun Yusuf

**Background Information**

Bartlett & West has reviewed the ten (10) bids submitted to City of Hutchins on April 4, 2024. Estrada Construction, Inc submitted the low bid of \$472,834.95. The engineer’s estimated construction cost was \$610,449.00. B&W reached out to references and received positive feedback.

**Budget Implications**

\$472,834.95

**Operational Impact**

N/A

**Legal Review**

N/A

**Staff Recommendation**

Staff recommends approving resolution R2024-05-1194

**Supporting Documentation and Attachments**

# Bartlett & West

Date: 04/17/2024  
 To: Mamun Yusuf, P.E.  
 From: Todd Milburn, P.E.  
 Re: 2024-04 Sidewalk Improvement Project, Bid Tabulation

We have evaluated the Bids submitted by the following companies following the bid opening held at 2:00 PM on April 4, 2024.

Order Opened	Company Name	Amount of Base Bid as Read
1	Estrada Concrete Company, LLC	\$ 472,834.95
2	Thomas II Development, LLC	\$ 497,148.00
3	Don Smith Concrete, LLC	\$ 577,917.00
4	Talbert Companies, LLC	\$ 653,935.70
5	JR West Texas Concrete, LLC	\$ 687,606.00
6	Greeniverse Construction, LLC	\$ 606,606.36
7	Vlex Construction, LLC	\$ 652,551.00
8	FNH Construction, LLC	\$ 734,155.00
9	HQS Construction, LLC	\$ 871,645.00
10	Val Innovation, LLC	\$ 538,988.90

The apparent low bidder is Estrada Concrete Company, LLC. An evaluation of the calculated line item bid values show the calculated values to be correct. The Base Bid total is in error of + \$15.95. Bid Add Alt 1 (West Hickman) has an error between the written total and calculated total of - \$ 6,500.00. See the attached bid tabulation evaluation spreadsheet, "Hutchins 2024-04 Sidewalk Improvement Project – Bid Tabs.xlsx."

The basis for bid evaluation is on the Base Bid proposed, not including Bid Add Alts.

Even with corrections to these values, the Estrada Concrete Company, LLC Bid is less than the next lowest bid by \$24,313.05, or 5.14%.

Based on the bid amount and past performance with the City of Hutchins, we recommend the contract be awarded to Estrada Concrete Company, LLC.

Respectfully,

Todd M. Milburn, P.E.

# Bid Opening Results

Company	Bid #1	Alternate Bid	5% check included
Estrada	472,834.95		Yes
Thomas Z Develop LLC	497,148.00		Yes
Don Smith Concrete	577,917.00		Yes
Talbert Co	653,935.00		Yes
JR West Concrete	687,606.00		Yes
Greenaverse	606,606.36		Yes
Vlex Co. LLC	652,551.00		Yes
FNH Co. LLC	734,155.00		Yes
HAS	871,645.00		Yes
Val	538,988.90		Yes

Elizabeth Hart

1

	Estrada Concrete Company, LLC		Thom
	1		
Base Bid	\$ 472,834.95	\$ (156,503.84)	\$ 497,148.00
Add Alt 1	\$ 130,604.00	\$ (56,410.82)	\$ 153,116.00
Add Alt 2	\$ 23,228.00	\$ (11,866.79)	\$ 31,732.00
Add Alt 3	\$ 23,443.00	\$ (13,724.37)	\$ 33,152.00
Add Alt 4	\$ 21,460.00	\$ (10,794.41)	\$ 28,540.00
Add Alt 5	\$ 33,324.00	\$ (20,158.21)	\$ 45,956.00
Add Alt 6	\$ 33,438.00	\$ (17,922.72)	\$ 39,552.00
<b>Total</b>	<b>\$ 738,331.95</b>	<b>\$ (287,381.17)</b>	<b>\$ 829,196.00</b>

1	\$ 472,834.95	1	Estrada Concrete
2	\$ 497,148.00	2	Thomas II Develo
3	\$ 538,988.90	10	Val Innovation, LI
4	\$ 577,917.00	3	Don Smith Concri
5	\$ 606,606.36	6	Greeniverse Cons
6	\$ 652,551.00	7	VLEX Constructio
7	\$ 653,935.70	4	Talbert Companie
8	\$ 687,606.00	5	JR West Texas Co
9	\$ 734,155.00	8	FNH Constructor
10	\$ 871,645.00	9	HQS Constructor

2

10

Mas II Development, LLC	Val Innovation, LLC		Don
2	3		
\$ (132,190.79)	\$ 538,988.90	\$ (90,349.89)	\$ 577,917.00
\$ (33,898.82)	\$ 134,458.00	\$ (52,556.82)	\$ 141,107.00
\$ (3,362.79)	\$ 24,936.60	\$ (10,158.19)	\$ 25,784.00
\$ (4,015.37)	\$ 26,156.75	\$ (11,010.62)	\$ 29,139.00
\$ (3,714.41)	\$ 30,912.00	\$ (1,342.41)	\$ 25,496.00
\$ (7,526.21)	\$ 52,200.80	\$ (1,281.41)	\$ 45,077.00
\$ (11,808.72)	\$ 38,140.90	\$ (13,219.82)	\$ 37,529.00
\$ (196,517.12)	\$ 845,793.95	\$ (179,919.17)	\$ 882,049.00

- Company, LLC
- Development, LLC
- LLC
- ete, LLC
- struction, LLC
- n, LLC
- es, LLC
- oncrete, LLC
- o, LLC
- o, LLC

3

6

Smith Concrete, LLC	Greeniverse Construction, LLC		VLI
4	5		
\$ (51,421.79)	\$ 606,606.36	\$ (22,732.43)	\$ 652,551.00
\$ (45,907.82)	\$ 206,066.22	\$ 19,051.40	\$ 208,866.00
\$ (9,310.79)	\$ 46,136.33	\$ 11,041.54	\$ 49,025.00
\$ (8,028.37)	\$ 51,736.99	\$ 14,569.62	\$ 49,432.00
\$ (6,758.41)	\$ 41,296.06	\$ 9,041.65	\$ 46,920.00
\$ (8,405.21)	\$ 61,589.33	\$ 8,107.12	\$ 70,224.00
\$ (13,831.72)	\$ 57,506.33	\$ 6,145.61	\$ 111,035.00
\$ (143,664.12)	\$ 1,070,937.62	\$ 45,224.50	\$ 1,188,053.00



7

4

EX Construction, LLC	Talbert Companies, LLC		JR We
6	7		
\$ 23,212.21	\$ 653,935.70	\$ 24,596.91	\$ 687,606.00
\$ 21,851.18	\$ 172,946.00	\$ (14,068.82)	\$ 200,015.00
\$ 13,930.21	\$ 35,616.00	\$ 521.21	\$ 32,320.00
\$ 12,264.63	\$ 37,940.00	\$ 772.63	\$ 34,434.00
\$ 14,665.59	\$ 33,720.00	\$ 1,465.59	\$ 30,400.00
\$ 16,741.79	\$ 53,876.00	\$ 393.79	\$ 58,115.00
\$ 59,674.28	\$ 45,266.00	\$ (6,094.72)	\$ 42,450.00
\$ 162,339.88	\$ 1,033,299.70	\$ 7,586.58	\$ 1,085,340.00

5

8

East Texas Concrete, LLC	FNH Construction, LLC		HC
8	9		
\$ 58,267.21	\$ 734,155.00	\$ 104,816.21	\$ 871,645.00
\$ 13,000.18	\$ 258,915.00	\$ 71,900.18	\$ 264,055.00
\$ (2,774.79)	\$ 38,900.00	\$ 3,805.21	\$ 43,270.00
\$ (2,733.37)	\$ 41,350.00	\$ 4,182.63	\$ 44,890.00
\$ (1,854.41)	\$ 31,000.00	\$ (1,254.41)	\$ 32,800.00
\$ 4,632.79	\$ 53,875.00	\$ 392.79	\$ 60,585.00
\$ (8,910.72)	\$ 42,770.00	\$ (8,590.72)	\$ 65,920.00
\$ 59,626.88	\$ 1,200,965.00	\$ 175,251.88	\$ 1,383,165.00

JS Construction, LLC

10	
\$ 242,306.21	\$ 629,338.79
\$ 77,040.18	\$ 187,014.82
\$ 8,175.21	\$ 35,094.79
\$ 7,722.63	\$ 37,167.37
\$ 545.59	\$ 32,254.41
\$ 7,102.79	\$ 53,482.21
\$ 14,559.28	\$ 51,360.72
\$ 357,451.88	\$1,025,713.12



Sidewalk Improvement Project  
City of Hutchins, Texas  
Base Bid

Bid Open Date: April 4, 2024  
Project No.: 21414.000

Item No.	Description	Quantity	Unit	1		2		3		4		5	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
				Estrada Concrete Company, LLC		Thomas II Development LLC		VAL INNOVATION LLC		Don Smith Concrete LLC		Greeniverse Construction	
1	MOBILIZATION	1	LS	\$ 22,500.00	\$ 22,500.00	\$ 25,000.00	\$ 25,000.00		\$ -	\$ 15,000.00	\$ 15,000.00	\$ 16,552.89	\$ 16,552.89
2	TREE REMOVAL	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 1,800.00	\$ 5,400.00		\$ -	\$ 1,500.00	\$ 4,500.00	\$ 1,174.32	\$ 3,522.96
3	GENERAL SITE PREPARATION	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 20,000.00	\$ 20,000.00		\$ -	\$ 58,000.00	\$ 58,000.00	\$ 19,795.53	\$ 19,795.53
4	CEMENT TREATED BACKFILL	10	CY	\$ 150.00	\$ 1,500.00	\$ 300.00	\$ 3,000.00		\$ -	\$ 250.00	\$ 2,500.00	\$ 439.00	\$ 4,390.00
5	CONCRETE CURB	125	LF	\$ 20.00	\$ 2,500.00	\$ 50.00	\$ 6,250.00	\$ 31.00	\$ 3,875.00	\$ 50.00	\$ 6,250.00	\$ 44.62	\$ 5,577.50
6	CONC SIDEWALKS (4")	4407	SY	\$ 72.00	\$ 317,304.00	\$ 68.00	\$ 299,676.00	\$ 96.00	\$ 423,072.00	\$ 81.00	\$ 356,967.00	\$ 82.57	\$ 363,885.99
7	CURB RAMPS (TY 1)	34	EA	\$ 1,500.00	\$ 51,000.00	\$ 1,500.00	\$ 51,000.00	\$ 60.00	\$ 2,040.00	\$ 500.00	\$ 17,000.00	\$ 1,969.02	\$ 66,946.68
8	REPLACING PAVEMENT (CONCRETE DRIVE)	216	SY	\$ 90.00	\$ 19,440.00	\$ 100.00	\$ 21,600.00	\$ 126.00	\$ 27,216.00	\$ 120.00	\$ 25,920.00	\$ 174.30	\$ 37,648.80
9	REPLACING PAVEMENT (ASPHALT DRIVE)	40	SY	\$ 50.00	\$ 2,000.00	\$ 100.00	\$ 4,000.00	\$ 100.00	\$ 4,000.00	\$ 100.00	\$ 4,000.00	\$ 139.45	\$ 5,578.00
10	REPLACING PAVEMENT (GRAVEL DRIVE)	163	SY	\$ 35.00	\$ 5,705.00	\$ 50.00	\$ 8,150.00	\$ 41.00	\$ 6,683.00	\$ 50.00	\$ 8,150.00	\$ 70.22	\$ 11,445.86
11	INSTALL PIPE (PVC)(6 IN)	18	LF	\$ 50.00	\$ 900.00	\$ 100.00	\$ 1,800.00		\$ -	\$ 200.00	\$ 3,600.00	\$ 129.73	\$ 2,335.14
12	INSTALL PIPE (12 IN)	78	LF	\$ 70.00	\$ 5,460.00	\$ 100.00	\$ 7,800.00		\$ -	\$ 275.00	\$ 21,450.00	\$ 248.81	\$ 19,407.18
13	INSTALL PIPE (18 IN)	31	LF	\$ 80.00	\$ 2,480.00	\$ 100.00	\$ 3,100.00		\$ -	\$ 350.00	\$ 10,850.00	\$ 264.22	\$ 8,190.82
14	EXTEND RCP (36 IN)	6	LF	\$ 100.00	\$ 600.00	\$ 200.00	\$ 1,200.00		\$ -	\$ 450.00	\$ 2,700.00	\$ 785.12	\$ 4,710.72
15	RAIL (TY PR11)	40	LF	\$ 80.00	\$ 3,200.00	\$ 120.00	\$ 4,800.00		\$ -	\$ 170.00	\$ 6,800.00	\$ 177.07	\$ 7,082.80
16	RIPRAP(DRY)(TYPE A)	43	CY	\$ 300.00	\$ 12,900.00	\$ 300.00	\$ 12,900.00		\$ -	\$ 250.00	\$ 10,750.00	\$ 378.24	\$ 16,264.32
17	INSTL OM ASSM (OM-22)(WFLX)GND	0	LF	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 750.00	\$ -	\$ -	\$ -
18	REFL PAV MRK TY II (W) 12" (SLD)	100	LF	\$ 12.00	\$ 1,200.00	\$ 10.00	\$ 1,000.00		\$ -	\$ 15.00	\$ 1,500.00	\$ 8.30	\$ 830.00
19	REFL PAV MRK TY II (W) 24" (SLD)	912	SY	\$ 15.00	\$ 13,680.00	\$ 6.00	\$ 5,472.00		\$ -	\$ 15.00	\$ 13,680.00	\$ 6.12	\$ 5,581.44
20	INSTALL SIGN & ASSEMBLY	4	EA	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00		\$ -	\$ 550.00	\$ 2,200.00	\$ 998.63	\$ 3,994.52
21	RELOCATE EXISTING MAILBOX	1	EA	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00		\$ -	\$ 1,200.00	\$ 1,200.00	\$ 3,555.65	\$ 3,555.65
22	ADJUST MANHOLE	1	EA	\$ 200.00	\$ 200.00	\$ 2,000.00	\$ 2,000.00		\$ -	\$ 2,500.00	\$ 2,500.00	\$ 1,143.83	\$ 1,143.83
23	ADJUST WATER VALVE	1	EA	\$ 150.00	\$ 150.00	\$ 1,500.00	\$ 1,500.00		\$ -	\$ 1,200.00	\$ 1,200.00	\$ 1,607.07	\$ 1,607.07
24	ADJUST WATER METER	1	EA	\$ 100.00	\$ 100.00	\$ 1,500.00	\$ 1,500.00		\$ -	\$ 1,200.00	\$ 1,200.00	\$ 1,618.94	\$ 1,618.94
				Calculated Total:	\$ 472,819.00	Calculated Total:	\$ 497,148.00	Calculated Total:	\$ 468,686.00	Calculated Total:	\$ 577,917.00	Calculated Total:	\$ 611,666.64
				Written Total:	\$ 472,834.95	Written Total:	\$ 497,148.00	Written Total:	\$ 538,988.90	Written Total:	\$ 577,917.00	Written Total:	\$ 606,606.36
				Difference:	\$ 15.95	Difference:	\$ -	Difference:	\$ 70,302.90	Difference:	\$ -	Difference:	\$ 5,060.28
						amount over low bid	\$ 24,313.05	amount over low bid	\$ 66,153.95	amount over low bid	\$ 105,082.05	amount over low bid	\$ 133,771.41
						percent over low bid	5.14%	percent over low bid	13.99%	percent over low bid	22.22%	percent over low bid	28.29%

West Hickman Bid Add Alt

1	MOBILIZATION	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$ 5,000.00	\$ 8,161.43	\$ 8,161.43	
2	TREE REMOVAL	8	EA	\$ 1,500.00	\$ 12,000.00	\$ 1,500.00	\$ 12,000.00		\$ 1,500.00	\$ 12,000.00	\$ 1,020.33	\$ 8,162.64	
3	GENERAL SITE PREPARATION	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 20,000.00	\$ 20,000.00		\$ 12,000.00	\$ 12,000.00	\$ 13,953.35	\$ 13,953.35	
6	CONC SIDEWALKS (4")	1037	SY	\$ 72.00	\$ 74,664.00	\$ 68.00	\$ 70,516.00	\$ 96.00	\$ 99,552.00	\$ 81.00	\$ 83,997.00	\$ 90.52	\$ 93,869.24
7	CURB RAMPS (TY 1)	19	EA	\$ 1,500.00	\$ 28,500.00	\$ 1,500.00	\$ 28,500.00	\$ 60.00	\$ 1,140.00	\$ 500.00	\$ 9,500.00	\$ 2,341.45	\$ 44,487.55
8	REPLACING PAVEMENT (CONCRETE DRIVE)	79	SY	\$ 90.00	\$ 7,110.00	\$ 100.00	\$ 7,900.00	\$ 126.00	\$ 9,954.00	\$ 120.00	\$ 9,480.00	\$ 195.83	\$ 15,470.57
9	REPLACING PAVEMENT (ASPHALT DRIVE)	28	SY	\$ 50.00	\$ 1,400.00	\$ 75.00	\$ 2,100.00	\$ 145.00	\$ 4,060.00	\$ 100.00	\$ 2,800.00	\$ 173.42	\$ 4,855.76
10	REPLACING PAVEMENT (GRAVEL DRIVE)	54	SY	\$ 35.00	\$ 1,890.00	\$ 50.00	\$ 2,700.00	\$ 41.00	\$ 2,214.00	\$ 75.00	\$ 4,050.00	\$ 83.12	\$ 4,488.48
12	INSTALL PIPE (12 IN)	32	LF	\$ 70.00	\$ 2,240.00	\$ 100.00	\$ 3,200.00		\$ 15.00	\$ 480.00	\$ 357.20	\$ 11,430.40	
19	REFL PAV MRK TY II (W) 24" (SLD)	120	LF	\$ 15.00	\$ 1,800.00	\$ 10.00	\$ 1,200.00		\$ 15.00	\$ 1,800.00	\$ 9.89	\$ 1,186.80	
				Calculated Total:	\$ 137,104.00	Calculated Total:	\$ 153,116.00	Calculated Total:	\$ 116,920.00	Calculated Total:	\$ 141,107.00	Calculated Total:	\$ 206,066.22
				Written Total:	\$ 130,604.00	Written Total:	\$ 153,116.00	Written Total:	\$ 134,458.00	Written Total:	\$ 141,107.00	Written Total:	\$ 206,066.22
				Difference:	\$ (6,500.00)	Difference:	\$ -	Difference:	\$ 17,538.00	Difference:	\$ -	Difference:	\$ -

North Main Bid Alt

1	MOBILIZATION	1	LS	\$ 1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00		\$ 1,200.00	\$ 1,200.00	\$ 8,681.63	\$ 8,681.63	
3	GENERAL SITE PREPARATION	1	LS	\$ 300.00	\$ 300.00	\$ 8,000.00	\$ 8,000.00		\$ 3,500.00	\$ 3,500.00	\$ 8,347.86	\$ 8,347.86	
6	CONC SIDEWALKS (4")	224	SY	\$ 72.00	\$ 16,128.00	\$ 68.00	\$ 15,232.00	\$ 96.00	\$ 21,504.00	\$ 81.00	\$ 18,144.00	\$ 92.88	\$ 20,805.12
7	CURB RAMPS (TY 1)	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 1,800.00	\$ 5,400.00	\$ 60.00	\$ 180.00	\$ 500.00	\$ 1,500.00	\$ 2,367.24	\$ 7,101.72
19	REFL PAV MRK TY II (W) 24" (SLD)	80	LF	\$ 15.00	\$ 1,200.00	\$ 20.00	\$ 1,600.00		\$ 18.00	\$ 1,440.00	\$ 15.00	\$ 1,200.00	
				Calculated Total:	\$ 23,228.00	Calculated Total:	\$ 31,732.00	Calculated Total:	\$ 21,684.00	Calculated Total:	\$ 25,784.00	Calculated Total:	\$ 46,136.33
				Written Total:	\$ 23,228.00	Written Total:	\$ 31,732.00	Written Total:	\$ 24,936.60	Written Total:	\$ 25,784.00	Written Total:	\$ 46,136.33
				Difference:	\$ -	Difference:	\$ -	Difference:	\$ 3,252.60	Difference:	\$ -	Difference:	\$ -

South JJ Lemon Bid Add Alt

1	MOBILIZATION	1	LS	\$ 1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00		\$ 1,200.00	\$ 1,200.00	\$ 7,895.62	\$ 7,895.62
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3	GENERAL SITE PREPARATION	1	LS	\$ 300.00	\$ 300.00	\$ 8,500.00	\$ 8,500.00			\$ 5,000.00	\$ 5,000.00	\$ 6,159.29	\$ 6,159.29
6	CONC SIDEWALKS (4")	194	SY	\$ 72.00	\$ 13,968.00	\$ 68.00	\$ 13,192.00	\$ 96.00	\$ 18,624.00	\$ 81.00	\$ 15,714.00	\$ 93.94	\$ 18,224.36
7	CURB RAMPS (TY 1)	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 1,800.00	\$ 5,400.00	\$ 60.00	\$ 180.00	\$ 700.00	\$ 2,100.00	\$ 2,353.66	\$ 7,060.98
8	REPLACING PAVEMENT (CONCRETE DRIVE)	29	SY	\$ 90.00	\$ 2,610.00	\$ 100.00	\$ 2,900.00	\$ 126.00	\$ 3,654.00	\$ 135.00	\$ 3,915.00	\$ 273.55	\$ 7,932.95
10	REPLACING PAVEMENT (GRAVEL DRIVE)	7	SY		245	\$ 100.00	\$ 700.00	\$ 41.00	\$ 287.00	\$ 70.00	\$ 490.00	\$ 466.53	\$ 3,265.71
19	REFL PAV MRK TY II (W) 24" (SLD)	48	LF		720	\$ 20.00	\$ 960.00			\$ 15.00	\$ 720.00	\$ 24.96	\$ 1,198.08
				Calculated Total:	\$ 23,443.00	Calculated Total:	\$ 33,152.00	Calculated Total:	\$ 22,745.00	Calculated Total:	\$ 29,139.00	Calculated Total:	\$ 51,736.99
				Written Total:	\$ 23,443.00	Written Total:	33152	Written Total:	\$ 26,156.75	Written Total:	\$ 29,139.00	Written Total:	51736.99
				Difference:	\$ -	Difference:	\$ -	Difference:	\$ 3,411.75	Difference:	\$ -	Difference:	\$ -

North Pacific Bid Add Alt

1	MOBILIZATION	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00			\$ 816.00	\$ 816.00	\$ 5,808.66	\$ 5,808.66
3	GENERAL SITE PREPARATION	1	LS	\$ 300.00	\$ 300.00	\$ 8,000.00	\$ 8,000.00			\$ 2,000.00	\$ 2,000.00	\$ 8,725.00	\$ 8,725.00
6	CONC SIDEWALKS (4")	280	SY	\$ 72.00	\$ 20,160.00	\$ 68.00	\$ 19,040.00	\$ 96.00	\$ 26,880.00	\$ 81.00	\$ 22,680.00	\$ 95.58	\$ 26,762.40
				Calculated Total:	\$ 21,460.00	Calculated Total:	\$ 28,540.00	Calculated Total:	\$ 26,880.00	Calculated Total:	\$ 25,496.00	Calculated Total:	\$ 41,296.06
				Written Total:	\$ 21,460.00	Written Total:	\$ 28,540.00	Written Total:	\$ 30,912.00	Written Total:	\$ 25,496.00	Written Total:	41296.06
				Difference:	\$ -	Difference:	\$ -	Difference:	\$ 4,032.00	Difference:	\$ -	Difference:	\$ -

Dowdy Ferry North Bid Add Alt

1	MOBILIZATION	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00			\$ 1,500.00	\$ 1,500.00	\$ 7,783.66	\$ 7,783.66
3	GENERAL SITE PREPARATION	1	LS	\$ 500.00	\$ 500.00	\$ 12,000.00	\$ 12,000.00			\$ 5,000.00	\$ 5,000.00	\$ 9,329.31	\$ 9,329.31
6	CONC SIDEWALKS (4")	317	SY	\$ 72.00	\$ 22,824.00	\$ 68.00	\$ 21,556.00	\$ 96.00	\$ 30,432.00	\$ 81.00	\$ 25,677.00	\$ 90.85	\$ 28,799.45
7	CURB RAMPS (TY 1)	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 60.00	\$ 60.00	\$ 700.00	\$ 700.00	\$ 2,373.07	\$ 2,373.07
8	REPLACING PAVEMENT (CONCRETE DRIVE)	40	SY	\$ 90.00	\$ 3,600.00	\$ 100.00	\$ 4,000.00	\$ 126.00	\$ 5,040.00	\$ 135.00	\$ 5,400.00	\$ 211.93	\$ 8,477.20
9	REPLACING PAVEMENT (ASPHALT DRIVE)	68	SY	\$ 50.00	\$ 3,400.00	\$ 75.00	\$ 5,100.00	\$ 145.00	\$ 9,860.00	\$ 100.00	\$ 6,800.00	\$ 70.98	\$ 4,826.64
				Calculated Total:	\$ 33,324.00	Calculated Total:	\$ 45,956.00	Calculated Total:	\$ 45,392.00	Calculated Total:	\$ 45,077.00	Calculated Total:	\$ 61,589.33
				Written Total:	\$ 33,324.00	Written Total:	45956	Written Total:	\$ 52,200.80	Written Total:	\$ 45,077.00	Written Total:	61589.33
				Difference:	\$ -	Difference:	\$ -	Difference:	\$ 6,808.80	Difference:	\$ -	Difference:	\$ -

Dowdy Ferry South Bid Add Alt

1	MOBILIZATION	1	LS	\$ 1,600.00	\$ 1,600.00	\$ 2,000.00	\$ 2,000.00			\$ 1,200.00	\$ 1,200.00	\$ 5,920.98	\$ 5,920.98
3	GENERAL SITE PREPARATION	1	LS	\$ 500.00	\$ 500.00	\$ 10,000.00	\$ 10,000.00			\$ 5,000.00	\$ 5,000.00	\$ 8,313.22	\$ 8,313.22
6	CONC SIDEWALKS (4")	314	SY	\$ 72.00	\$ 22,608.00	\$ 68.00	\$ 21,352.00	\$ 96.00	\$ 30,144.00	\$ 81.00	\$ 25,434.00	\$ 91.21	\$ 28,639.94
7	CURB RAMPS (TY 1)	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 60.00	\$ 60.00	\$ 700.00	\$ 700.00	\$ 2,346.22	\$ 2,346.22
8	REPLACING PAVEMENT (CONCRETE DRIVE)	17	SY	\$ 90.00	\$ 1,530.00	\$ 100.00	\$ 1,700.00	\$ 126.00	\$ 2,142.00	\$ 135.00	\$ 2,295.00	\$ 278.41	\$ 4,732.97
10	REPLACING PAVEMENT (GRAVEL DRIVE)	20	SY	\$ 35.00	\$ 700.00	\$ 50.00	\$ 1,000.00	\$ 41.00	\$ 820.00	\$ 70.00	\$ 1,400.00	\$ 141.00	\$ 2,820.00
17	INST LOM ASSM (OM-22)(WFLX)GND	10	EA	\$ 500.00	\$ 5,000.00	\$ 150.00	\$ 1,500.00			\$ 150.00	\$ 1,500.00	\$ 473.30	\$ 4,733.00
				Calculated Total:	\$ 33,438.00	Calculated Total:	\$ 39,552.00	Calculated Total:	\$ 33,166.00	Calculated Total:	\$ 37,529.00	Calculated Total:	\$ 57,506.33
				Written Total:	\$ 33,438.00	Written Total:	39552	Written Total:	\$ 38,140.90	Written Total:	\$ 37,529.00	Written Total:	57506.33
				Difference:	\$ -	Difference:	\$ -	Difference:	\$ 4,974.90	Difference:	\$ -	Difference:	\$ -

Bid Acknowledgement Signed	Yes	Yes	Yes	Yes	Yes
Vendor Information Sheet filled out	Yes	Yes	Yes	Yes	Yes
State Reciprocal Requirement	Yes	Yes	Yes	Yes	Yes
Non-Collusion Statement	Signed	Signed	Signed	Signed	Not completed
W-9 included and signed	Yes	Not included	Signed	Signed	Signed
State of Texas - Form CIQ Pg 1	Yes	Yes	Yes	Yes	Yes
Conflict of Interest Questionnaire Pg 2	Signed	Signed	Signed	Signed	Signed
Reference Page	Not completed	Yes	Yes	Yes	Yes
Payment Verification Subcontractor and Supplier List	Not included	Not included	Yes	not included	not included
Proposal Sheet bond amount	5% GAB Bond	5% Bond	not filled out	5%	\$606,606.36
Addenda receipt acknowledgment	-	-	-	-	-
Any arithmetic errors?					
Base Bid?	Yes	No	Yes	No	Yes
Bid Alts?	Yes	No	Yes	No	No
Spelled out bid amount?					
Base Bid?	No	Yes	Yes	Yes	Yes
Bid Alts?	No	Partial	Yes	Yes	Yes
Spelled out bid amount matches numerical amount?					
Base Bid?	N/A	Yes	Yes	Yes	Yes
Bid Alts?	N/A	Partial	Yes	Yes	Yes
Proposal Sheet signed?	Yes	Yes	Yes	Yes	Yes
Contractor's Bid Bond Form	Not included	Not included	Not filled out, issued check	Signed	Signed

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Contract Agreement	Not included	Not included	Signed	not included	not included
Performance Bond Form	Not included	Not included	will complet if awarded	not included	not included
Payment Bond	Not included	Not included	will complet if awarded	not included	not included
Maintenance Bond	Not included	Not included	will complet if awarded	not included	not included
Insurnace Requirement Affidavit	Not included	Not included	Not filled out	not included	Signed
Payment Type	Bid Bond	Bid Bond	Check	Bid Bond	Bid Bond
Amount	5% GAB	5% GAB	26,949.45	5% GAB	5% GAB
City of Hutchins Resolution No. R 2022-1050	Yes	No	No	No	No
Local Business Differential Consideration Application	Yes	-	-	-	-

Line Item Total Costs are calculated as the Unit Bid x Quantity.  
 Calculation errors between

6		7		8		9		10	
Vlex Construction LLC		Talbert Companies, LLC		JR West Texas Concrete, LLC		FNH Construction LLC		HQS Construction LLC	
Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
\$ 36,720.00	\$ 36,720.00	\$ 59,448.70	\$ 59,448.70	\$ 50,900.00	\$ 50,900.00	\$ 70,000.00	\$ 70,000.00	\$ 60,000.00	\$ 60,000.00
\$ 3,672.00	\$ 11,016.00	\$ 750.00	\$ 2,250.00	\$ 1,800.00	\$ 5,400.00	\$ 5,000.00	\$ 15,000.00	\$ 2,000.00	\$ 6,000.00
\$ 55,080.00	\$ 55,080.00	\$ 7,500.00	\$ 7,500.00	\$ 19,000.00	\$ 19,000.00	\$ 60,000.00	\$ 60,000.00	\$ 50,000.00	\$ 50,000.00
\$ 49.00	\$ 490.00	\$ 200.00	\$ 2,000.00	\$ 400.00	\$ 4,000.00	\$ 500.00	\$ 5,000.00	\$ 300.00	\$ 3,000.00
\$ 47.00	\$ 5,875.00	\$ 28.00	\$ 3,500.00	\$ 12.00	\$ 1,500.00	\$ 65.00	\$ 8,125.00	\$ 50.00	\$ 6,250.00
\$ 89.00	\$ 392,223.00	\$ 88.00	\$ 387,816.00	\$ 95.00	\$ 418,665.00	\$ 75.00	\$ 330,525.00	\$ 105.00	\$ 462,735.00
\$ 2,203.00	\$ 74,902.00	\$ 2,500.00	\$ 85,000.00	\$ 2,100.00	\$ 71,400.00	\$ 3,500.00	\$ 119,000.00	\$ 4,500.00	\$ 153,000.00
\$ 98.00	\$ 21,168.00	\$ 140.00	\$ 30,240.00	\$ 160.00	\$ 34,560.00	\$ 160.00	\$ 34,560.00	\$ 150.00	\$ 32,400.00
\$ 116.00	\$ 4,640.00	\$ 160.00	\$ 6,400.00	\$ 200.00	\$ 8,000.00	\$ 150.00	\$ 6,000.00	\$ 150.00	\$ 6,000.00
\$ 61.00	\$ 9,943.00	\$ 90.00	\$ 14,670.00	\$ 100.00	\$ 16,300.00	\$ 100.00	\$ 16,300.00	\$ 130.00	\$ 21,190.00
\$ 49.00	\$ 882.00	\$ 200.00	\$ 3,600.00	\$ 30.00	\$ 540.00	\$ 85.00	\$ 1,530.00	\$ 75.00	\$ 1,350.00
\$ 49.00	\$ 3,822.00	\$ 240.00	\$ 18,720.00	\$ 50.00	\$ 3,900.00	\$ 125.00	\$ 9,750.00	\$ 100.00	\$ 7,800.00
\$ 73.00	\$ 2,263.00	\$ 260.00	\$ 8,060.00	\$ 80.00	\$ 2,480.00	\$ 175.00	\$ 5,425.00	\$ 150.00	\$ 4,650.00
\$ 343.00	\$ 2,058.00	\$ 250.00	\$ 1,500.00	\$ 500.00	\$ 3,000.00	\$ 500.00	\$ 3,000.00	\$ 330.00	\$ 1,980.00
\$ 343.00	\$ 13,720.00	\$ 300.00	\$ 12,000.00	\$ 260.00	\$ 10,400.00	\$ 200.00	\$ 8,000.00	\$ 325.00	\$ 13,000.00
\$ 73.00	\$ 3,139.00	\$ 65.00	\$ 2,795.00	\$ 215.00	\$ 9,245.00	\$ 250.00	\$ 10,750.00	\$ 350.00	\$ 15,050.00
\$ 5,000.00	\$ -	\$ -	\$ -	\$ 60.00	\$ -	\$ 100.00	\$ -	\$ 300.00	\$ -
\$ 4.00	\$ 400.00	\$ 5.00	\$ 500.00	\$ 12.00	\$ 1,200.00	\$ 20.00	\$ 2,000.00	\$ 15.00	\$ 1,500.00
\$ 6.00	\$ 5,472.00	\$ 3.00	\$ 2,736.00	\$ 18.00	\$ 16,416.00	\$ 20.00	\$ 18,240.00	\$ 20.00	\$ 18,240.00
\$ 1,224.00	\$ 4,896.00	\$ 750.00	\$ 3,000.00	\$ 1,500.00	\$ 6,000.00	\$ 1,150.00	\$ 4,600.00	\$ 1,000.00	\$ 4,000.00
\$ 612.00	\$ 612.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 850.00	\$ 850.00	\$ 500.00	\$ 500.00
\$ 2,203.00	\$ 2,203.00	\$ 800.00	\$ 800.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00
\$ 1,836.00	\$ 1,836.00	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
\$ 1,836.00	\$ 1,836.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
Calculated Total:	\$ 655,196.00	Calculated Total:	\$ 653,935.70	Calculated Total:	\$ 687,606.00	Calculated Total:	\$ 734,155.00	Calculated Total:	\$ 871,645.00
Written Total:	\$ 652,551.00	Written Total:	\$ 653,935.70	Written Total:	\$ 687,606.00	Written Total:	\$ 734,155.00	Written Total:	\$ 871,645.00
Difference:	\$ (2,645.00)	Difference:	\$ -	Difference:	\$ -	Difference:	\$ -	Difference:	\$ -
amount over low bid	\$ 179,716.05	amount over low bid	\$ 181,100.75	amount over low bid	\$ 214,771.05	amount over low bid	\$ 261,320.05	amount over low bid	\$ 398,810.05
percent over low bid	38.01%	percent over low bid	38.30%	percent over low bid	45.42%	percent over low bid	55.27%	percent over low bid	84.34%
\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 14,800.00	\$ 14,800.00	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00
\$ 3,672.00	\$ 29,376.00	\$ 750.00	\$ 6,000.00	\$ 1,800.00	\$ 14,400.00	\$ 5,000.00	\$ 40,000.00	\$ 2,000.00	\$ 16,000.00
\$ 18,000.00	\$ 18,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 21,000.00	\$ 21,000.00	\$ 15,000.00	\$ 15,000.00
\$ 89.00	\$ 92,293.00	\$ 88.00	\$ 91,256.00	\$ 95.00	\$ 98,515.00	\$ 75.00	\$ 77,775.00	\$ 105.00	\$ 108,885.00
\$ 2,203.00	\$ 41,857.00	\$ 2,500.00	\$ 47,500.00	\$ 2,100.00	\$ 39,900.00	\$ 3,500.00	\$ 66,500.00	\$ 4,500.00	\$ 85,500.00
\$ 98.00	\$ 7,742.00	\$ 140.00	\$ 11,060.00	\$ 160.00	\$ 12,640.00	\$ 160.00	\$ 12,640.00	\$ 150.00	\$ 11,850.00
\$ 116.00	\$ 3,248.00	\$ 160.00	\$ 4,880.00	\$ 200.00	\$ 5,600.00	\$ 150.00	\$ 4,200.00	\$ 150.00	\$ 4,200.00
\$ 61.00	\$ 3,294.00	\$ 90.00	\$ 4,860.00	\$ 100.00	\$ 5,400.00	\$ 100.00	\$ 5,400.00	\$ 130.00	\$ 7,020.00
\$ 73.00	\$ 2,336.00	\$ 240.00	\$ 7,680.00	\$ 50.00	\$ 1,600.00	\$ 125.00	\$ 4,000.00	\$ 100.00	\$ 3,200.00
\$ 6.00	\$ 720.00	\$ 3.00	\$ 360.00	\$ 18.00	\$ 2,160.00	\$ 20.00	\$ 2,400.00	\$ 20.00	\$ 2,400.00
Calculated Total:	\$ 208,866.00	Calculated Total:	\$ 178,196.00	Calculated Total:	\$ 200,015.00	Calculated Total:	\$ 258,915.00	Calculated Total:	\$ 264,055.00
Written Total:	\$ 208,866.00	Written Total:	\$ 172,946.00	Written Total:	\$ 200,015.00	Written Total:	\$ 258,915.00	Written Total:	\$ 264,055.00
Difference:	\$ -	Difference:	\$ (5,250.00)	Difference:	\$ -	Difference:	\$ -	Difference:	\$ -
\$ 8,000.00	\$ 8,000.00	\$ 3,200.00	\$ 3,200.00	\$ 2,300.00	\$ 2,300.00	\$ 5,000.00	\$ 5,000.00	\$ 1,650.00	\$ 1,650.00
\$ 14,000.00	\$ 14,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
\$ 89.00	\$ 19,936.00	\$ 99.00	\$ 22,176.00	\$ 95.00	\$ 21,280.00	\$ 75.00	\$ 16,800.00	\$ 105.00	\$ 23,520.00
\$ 2,203.00	\$ 6,609.00	\$ 2,500.00	\$ 7,500.00	\$ 2,100.00	\$ 6,300.00	\$ 3,500.00	\$ 10,500.00	\$ 4,500.00	\$ 13,500.00
\$ 6.00	\$ 480.00	\$ 3.00	\$ 240.00	\$ 18.00	\$ 1,440.00	\$ 20.00	\$ 1,600.00	\$ 20.00	\$ 1,600.00
Calculated Total:	\$ 49,025.00	Calculated Total:	\$ 35,616.00	Calculated Total:	\$ 32,320.00	Calculated Total:	\$ 38,900.00	Calculated Total:	\$ 43,270.00
Written Total:	\$ 49,025.00	Written Total:	\$ 35,616.00	Written Total:	\$ 32,320.00	Written Total:	\$ 38,900.00	Written Total:	\$ 43,270.00
Difference:	\$ -	Difference:	\$ -	Difference:	\$ -	Difference:	\$ -	Difference:	\$ -
\$ 8,000.00	\$ 8,000.00	\$ 3,400.00	\$ 3,400.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,700.00	\$ 1,700.00

\$ 14,000.00	\$ 14,000.00
\$ 89.00	\$ 17,266.00
\$ 2,203.00	\$ 6,609.00
\$ 98.00	\$ 2,842.00
\$ 61.00	\$ 427.00
\$ 6.00	\$ 288.00

Calculated Total: \$ 49,432.00  
 Written Total: \$ 49,432.00  
 Difference: \$ -

\$ 3,000.00	\$ 3,000.00
\$ 99.00	\$ 19,206.00
\$ 2,500.00	\$ 7,500.00
\$ 140.00	\$ 4,060.00
\$ 90.00	\$ 630.00
\$ 3.00	\$ 144.00

Calculated Total: \$ 37,940.00  
 Written Total: \$ 37,940.00  
 Difference: \$ -

\$ 1,000.00	\$ 1,000.00
\$ 95.00	\$ 18,430.00
\$ 2,100.00	\$ 6,300.00
\$ 160.00	\$ 4,640.00
\$ 100.00	\$ 700.00
\$ 18.00	\$ 864.00

Calculated Total: \$ 34,434.00  
 Written Total: \$ 34,434.00  
 Difference: \$ -

\$ 5,000.00	\$ 5,000.00
\$ 75.00	\$ 14,550.00
\$ 3,500.00	\$ 10,500.00
\$ 160.00	\$ 4,640.00
\$ 100.00	\$ 700.00
\$ 20.00	\$ 960.00

Calculated Total: \$ 41,350.00  
 Written Total: \$ 41,350.00  
 Difference: \$ -

\$ 3,100.00	\$ 3,100.00
\$ 105.00	\$ 20,370.00
\$ 4,500.00	\$ 13,500.00
\$ 150.00	\$ 4,350.00
\$ 130.00	\$ 910.00
\$ 20.00	\$ 960.00

Calculated Total: \$ 44,890.00  
 Written Total: \$ 44,890.00  
 Difference: \$ -

\$ 10,000.00	\$ 10,000.00
\$ 12,000.00	\$ 12,000.00
\$ 89.00	\$ 24,920.00

Calculated Total: \$ 46,920.00  
 Written Total: \$ 46,920.00  
 Difference: \$ -

\$ 3,000.00	\$ 3,000.00
\$ 3,000.00	\$ 3,000.00
\$ 99.00	\$ 27,720.00

Calculated Total: \$ 33,720.00  
 Written Total: \$ 33,720.00  
 Difference: \$ -

\$ 2,200.00	\$ 2,200.00
\$ 1,600.00	\$ 1,600.00
\$ 95.00	\$ 26,600.00

Calculated Total: \$ 30,400.00  
 Written Total: \$ 30,400.00  
 Difference: \$ -

\$ 5,000.00	\$ 5,000.00
\$ 5,000.00	\$ 5,000.00
\$ 75.00	\$ 21,000.00

Calculated Total: \$ 31,000.00  
 Written Total: \$ 31,000.00  
 Difference: \$ -

\$ 1,200.00	\$ 1,200.00
\$ 2,200.00	\$ 2,200.00
\$ 105.00	\$ 29,400.00

Calculated Total: \$ 32,800.00  
 Written Total: \$ 32,800.00  
 Difference: \$ -

\$ 12,000.00	\$ 12,000.00
\$ 16,000.00	\$ 16,000.00
\$ 89.00	\$ 28,213.00
\$ 2,203.00	\$ 2,203.00
\$ 98.00	\$ 3,920.00
\$ 116.00	\$ 7,888.00

Calculated Total: \$ 70,224.00  
 Written Total: \$ 70,224.00  
 Difference: \$ -

\$ 4,000.00	\$ 4,000.00
\$ 3,000.00	\$ 3,000.00
\$ 88.00	\$ 27,896.00
\$ 2,500.00	\$ 2,500.00
\$ 140.00	\$ 5,600.00
\$ 160.00	\$ 10,880.00

Calculated Total: \$ 53,876.00  
 Written Total: \$ 53,876.00  
 Difference: \$ -

\$ 4,300.00	\$ 4,300.00
\$ 1,600.00	\$ 1,600.00
\$ 95.00	\$ 30,115.00
\$ 2,100.00	\$ 2,100.00
\$ 160.00	\$ 6,400.00
\$ 200.00	\$ 13,600.00

Calculated Total: \$ 58,115.00  
 Written Total: \$ 58,115.00  
 Difference: \$ -

\$ 5,000.00	\$ 5,000.00
\$ 5,000.00	\$ 5,000.00
\$ 75.00	\$ 23,775.00
\$ 3,500.00	\$ 3,500.00
\$ 160.00	\$ 6,400.00
\$ 150.00	\$ 10,200.00

Calculated Total: \$ 53,875.00  
 Written Total: \$ 53,875.00  
 Difference: \$ -

\$ 2,300.00	\$ 2,300.00
\$ 4,300.00	\$ 4,300.00
\$ 105.00	\$ 33,285.00
\$ 4,500.00	\$ 4,500.00
\$ 150.00	\$ 6,000.00
\$ 150.00	\$ 10,200.00

Calculated Total: \$ 60,585.00  
 Written Total: \$ 60,585.00  
 Difference: \$ -

\$ 12,000.00	\$ 12,000.00
\$ 16,000.00	\$ 16,000.00
\$ 89.00	\$ 27,946.00
\$ 2,203.00	\$ 2,203.00
\$ 98.00	\$ 1,666.00
\$ 61.00	\$ 1,220.00
\$ 5,000.00	\$ 50,000.00

Calculated Total: \$ 111,035.00  
 Written Total: \$ 111,035.00  
 Difference: \$ -

\$ 4,000.00	\$ 4,000.00
\$ 3,000.00	\$ 3,000.00
\$ 99.00	\$ 31,086.00
\$ 2,500.00	\$ 2,500.00
\$ 140.00	\$ 2,380.00
\$ 90.00	\$ 1,800.00
\$ 50.00	\$ 500.00

Calculated Total: \$ 45,266.00  
 Written Total: \$ 45,266.00  
 Difference: \$ -

\$ 3,100.00	\$ 3,100.00
\$ 2,100.00	\$ 2,100.00
\$ 95.00	\$ 29,830.00
\$ 2,100.00	\$ 2,100.00
\$ 160.00	\$ 2,720.00
\$ 100.00	\$ 2,000.00
\$ 60.00	\$ 600.00

Calculated Total: \$ 42,450.00  
 Written Total: \$ 42,450.00  
 Difference: \$ -

\$ 5,000.00	\$ 5,000.00
\$ 5,000.00	\$ 5,000.00
\$ 75.00	\$ 23,550.00
\$ 3,500.00	\$ 3,500.00
\$ 160.00	\$ 2,720.00
\$ 100.00	\$ 2,000.00
\$ 100.00	\$ 1,000.00

Calculated Total: \$ 42,770.00  
 Written Total: \$ 42,770.00  
 Difference: \$ -

\$ 7,300.00	\$ 7,300.00
\$ 13,000.00	\$ 13,000.00
\$ 105.00	\$ 32,970.00
\$ 4,500.00	\$ 4,500.00
\$ 150.00	\$ 2,550.00
\$ 130.00	\$ 2,600.00
\$ 300.00	\$ 3,000.00

Calculated Total: \$ 65,920.00  
 Written Total: \$ 65,920.00  
 Difference: \$ -

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 not completed  
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Bid Bond 5% TAB	Bid Bond 5% GAB	Bid Bond 5% GAB	Bid Bond 5% GAB	Bid Bond 5% GAB
No -	No -	No -	No -	No -

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R 2024-05-1194**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING BIDS RECEIVED IN ASSOCIATION WITH THE SIDEWALK IMPROVEMENT PROJECT; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE APPARENT LOW BIDDER THE ESTRADA CONCRETE COMPANY LLC , IN AN AMOUNT NOT TO EXCEED \$472,834.95; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City accepted bids for the Sidewalk Improvement Project (“the “Project”); and

**WHEREAS**, the City has accepted the apparent low bidder The Estrada Concrete Company, LLC for the Project; and

**WHEREAS**, the City Council of the City of Hutchins finds it in the best interest to the residents and businesses of the City of Hutchins to accept the apparent low bidder, The Estrada Concrete Company, for the Project in an amount not to exceed \$472,834.95;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, THAT:**

**SECTION 1.** The City, acting through its governing body, hereby confirms that it accepts the bids that were received, opened publicly, and read aloud by the City’s Department of Public Works on April 4, 2024.

**SECTION 2.** The City, acting through its governing body, hereby confirms that it awards the Project to the apparent low bidder The Estrada Concrete Company, at the submitted low bid amount of \$472,834.95 as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

**SECTION 4.** For and on behalf of the City Council, the City Administrator is hereby authorized to negotiate and execute a contract with The Estrada Concrete Company, LLC, in the amount not to exceed \$472,834.95 for the Project.

**SECTION 5.** This Resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 13<sup>th</sup> day of May 2024.

CITY OF HUTCHINS, TEXAS

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Mario Vasquez, Mayor

ATTEST:

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Cynthia Olguin, City Secretary

**EXHIBIT "A"**  
**The Estrada Concrete Company, LLC Bid**



# STAFF REPORT

**MEETING DATE:** May 13, 2024

**MEETING TYPE:** City Council

**SUBMITTED BY:** Mamun Yusuf

**AGENDA CAPTION:** Discuss and consider Resolution R2024-05-1195 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING BIDS RECEIVED IN ASSOCIATION WITH THE MEADOWBROOK DRIVE CHANNEL IMPROVEMENTS; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE APPARENT LOW BIDDER STOIC CIVIL CONSTRUCTION, INC, IN AN AMOUNT NOT TO EXCEED \$550,000.00; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Mamun Yusuf

**Background Information**

Freese and Nichols, Inc. (FNI) has reviewed the two (2) bids submitted to City of Hutchins on April 4, 2024. Stoic Civil Construction, Inc submitted the low bid of \$550,000. The engineer’s estimated construction cost was \$691,000. FNI reached out to references and received positive feedback.

**Budget Implications**

\$550,000.00

**Operational Impact**

N/A

**Legal Review**

N/A

**Staff Recommendation**

Staff recommends approving resolution R2024-05-1195

**Supporting Documentation and Attachments**





Innovative approaches  
Practical results  
Outstanding service

12770 Merit Dr, Suite 900 + Dallas, Texas 75251 + 214-217-2200 + FAX 817-735-7491

www.freese.com

April 15, 2024

Mamun Yusuf, P.E.  
cc: Robert McWayne  
City of Hutchins  
321 N. Min Street  
Hutchins, Texas 75141

Re: Meadow Brook Drive Channel Improvements

Dear Mamun,

Bids were opened on April 4,2024 for the Meadow Brook Drive Channel Improvements project. There were two general contractors that downloaded plans, and two that submitted bids for the project. Our opinion of probable construction cost for the project was \$691,000.00. The bids received were as follows:

Contractor	Bid Amount
Stoic Civil Construction, Inc.	\$550,000.00
AT Construction, LLC	\$676,375.00

The detailed bid tabulation is attached. We recommend that the contract be awarded to Stoic Civil Construction, Inc. in the total amount of \$550,000.00.

Should you have any questions, or need any additional information, please contact us.

Sincerely,  
FREESE AND NICHOLS, INC.

Ollie Trager, P.E.

Attachments:  
Attachment A - Bid Tabulations

**Attachment A - Detailed Tabulation of Bids Received**

1 - Apparent Low Bidder

2

Project		Meadow Brook Drive Channel Improvements		Project Number		Stoic Civil Construction, Inc.		AT Construction, LLC		Engineer's Estimate	
Owner		City of Hutchins		HTN21911		2650 FM 407 East, Suite 145-106 Bartonville, TX 76226		8219 Mossberg Dr Arlington, TX 76002		12770 Merit Dr, Suite 900 Dallas, TX 75251	
Bid Opening Date		4/4/2024									
Design Professional		Freese and Nichols, Inc.									
Item No.	Description	Quantity	Units	Unit Cost	Extended Amount	Unit Cost	Extended Amount	Unit Cost	Extended Amount		
<b>Section A - Dawn Drive Channel Improvements</b>											
1	Mobilization (Maximum 5% of Section A Subtotal)	1	LS	45,000.00	45,000.00	61,800.00	61,800.00	48,180.00	48,180.00		
2	General Site Cleaning and Preparation	1	LS	12,000.00	12,000.00	38,000.00	38,000.00	10,000.00	10,000.00		
3	Stabilized Construction Exit	2	EA	3,544.00	7,088.00	9,000.00	18,000.00	2,350.00	4,700.00		
4	Temporay Backyard Fencing	300	LF	15.00	4,500.00	75.00	22,500.00	25.00	7,500.00		
5	Site Clearing for existing trees	18	EA	2,000.00	36,000.00	500.00	9,000.00	1,100.00	19,800.00		
6	Site Clearing for protected tree	3	EA	400.00	1,200.00	350.00	1,050.00	500.00	1,500.00		
7	Check Dam (Rock)	40	LF	65.00	2,600.00	40.00	1,600.00	70.00	2,800.00		
8	Remove and Replace Fence In-Kind	342	LF	6.00	2,052.00	15.00	5,130.00	10.00	3,420.00		
9	Unclassified Excavation	1,010	CY	60.00	60,600.00	40.00	40,400.00	35.00	35,350.00		
10	Rock Toe Protection	98	LF	425.00	41,650.00	100.00	9,800.00	325.00	31,850.00		
11	Coir Wrapped Soil Lifts	1,060	LF	38.00	40,280.00	80.00	84,800.00	60.00	63,600.00		
12	Temporary Shoring	860	SF	68.00	58,480.00	50.00	43,000.00	65.00	55,900.00		
13	Gabion Structures	342	CY	360.00	123,120.00	450.00	153,900.00	375.00	128,250.00		
14	Borrow & Soil	410	CY	52.00	21,320.00	65.00	26,650.00	35.00	14,350.00		
15	Riprap (Bedding Material)	51	CY	130.00	6,630.00	55.00	2,805.00	200.00	10,200.00		
16	Riprap	34	CY	300.00	10,200.00	550.00	18,700.00	250.00	8,500.00		
17	Contingency for Restoring Yards	1	LS	30,000.00	30,000.00	35,000.00	35,000.00	40,000.00	40,000.00		
18	Remove and replace Fence In-Kind 99 99 03	342	LF	45.00	15,390.00	100.00	34,200.00	65.00	22,230.00		
19	Topsoil	37	CY	100.00	3,700.00	50.00	1,850.00	100.00	3,700.00		
20	Sodding (Block Sod)	319	SY	10.00	3,190.00	10.00	3,190.00	10.00	3,190.00		
21	Temporay Irrigation	1	LS	15,000.00	15,000.00	25,000.00	25,000.00	15,000.00	15,000.00		
22	Channel Debris Removal	1	LS	10,000.00	10,000.00	40,000.00	40,000.00	70,000.00	70,000.00		
23	Contingency	1	LS					90,000.00	90,000.00		
<b>Total - Base Bid</b>						\$ 550,000.00		\$ 676,375.00		\$ 691,000.00	

\* - Total Engineer's Estimate includes 15% cost for contingency (\$ 90,000).



**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R 2024-05-1195**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING BIDS RECEIVED IN ASSOCIATION WITH THE MEADOWBROOK DRIVE CHANNEL IMPROVEMENTS; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE APPARENT LOW BIDDER STOIC CIVIL CONSTRUCTION, INC, IN AN AMOUNT NOT TO EXCEED \$550,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City accepted bids for the Meadowbrook Drive Channel Improvements Project (“the “Project”); and

**WHEREAS**, the City has accepted the apparent low bidder Stoic Civil Construction for the Project; and

**WHEREAS**, the City Council of the City of Hutchins finds it in the best interest to the residents and businesses of the City of Hutchins to accept the apparent low bidder, Stoic Civil Construction, for the Project in an amount not to exceed \$550,000.00;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, THAT:**

**SECTION 1.** The City, acting through its governing body, hereby confirms that it accepts the bids that were received, opened publicly, and read aloud by the City’s Department of Public Works on April 4, 2024.

**SECTION 2.** The City, acting through its governing body, hereby confirms that it awards the Project to the apparent low bidder Stoic Civil Construction, at the submitted low bid amount of \$550,000.00 as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

**SECTION 4.** For and on behalf of the City Council, the City Administrator is hereby authorized to negotiate and execute a contract with Stoic Civil Construction, in the amount not to exceed \$550,000.00 for the Project.

**SECTION 5.** This Resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 13<sup>th</sup> day of May 2024.

CITY OF HUTCHINS, TEXAS

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Mario Vasquez, Mayor

ATTEST:

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Cynthia Olguin, City Secretary

**EXHIBIT "A"**  
**Stoic Civil Construction, Inc. Bid**



# STAFF REPORT

**MEETING DATE:** May 13, 2024

**MEETING TYPE:** Regular Council meeting

**SUBMITTED BY:** Chief Steve Perry  
CSEC Texas 911 Entity Subrecipient subaward grant contract)

**AGENDA CAPTION:** Presented by: [Steve Perry Police Chief and Becky Blanton Communications Supervisor]

**Background Information**

In March 2021 Congress enacted the American Rescue Plan Act of 2021 (“ARPA”), including Subtitle M – Coronavirus State and Local Fiscal Recovery Funds (“CSFRF” 42 U.S.C. § 802 et. seq.). ARPA appropriated \$219 billion to States, territories, and Tribal governments to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease and pandemic (“COVID–19”).

In May 2021, the Texas Legislature passed House Bill 2911 (“HB 2911”) amending Health and Safety Code Chapter 771 to establish September 1, 2025, as the target date for “all parts of the state [to] be covered by next generation 9-1-1 service.” HB 2911 includes new Health and Safety Code § 771.0713 creating the Next Generation 9-1-1 Fund (“NG9-1-1 Fund”) and authorizing it to be funded with “Coronavirus State and Local Fiscal Recovery Funds under Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) or from any other federal governmental source for purposes of this chapter.” In October 2021, and per rulemaking authority provided in HB 2911, the Comptroller of Public Accounts adopted rule 34 Tex. Admin. Code § 5.408 designating the Commission as the administrator of the NG9- 1-1 Fund.

At its November 16, 2021, open meeting, the Commission designated to its Executive Director the “authority to administer the Next Generation 9-1-1 service fund created by HB 2911.

In November 2021, the Texas Legislature passed Senate Bill 8 (3rd Special Session) (“SB 8”). SB 8 Section 30 appropriates \$150 million CSFRF funds to the NG9-1-1 Fund “for the deployment and reliable operation of next generation 9-1-1 service, including equipment and administration costs, during the two-year period beginning on the effective date of this Act from money received by this state from the Coronavirus State Fiscal Recovery Fund.” Per Health and Safety Code § 771.0713(f), all money in the NG9-1-1 Fund must be distributed by August 31, 2024, and be spent by December 31, 2026.

**Budget Implications**

\$ 699,123.23

**Operational Impact**

Enhanced Data Exchange: NG9-1-1 allows 911 centers to exchange additional data and information with responders. This improved data exchange enhances situational awareness and increases responder safety1.

**Improved Call Processing Times:** With NG9-1-1, call processing times can be optimized. This means faster response times for emergency calls, potentially saving lives.

**Multimedia Capabilities:** NG9-1-1 introduces multimedia capabilities, including video, text, and telematics.

**Video:** NG9-1-1 enables video communication. This includes recorded video, live streaming video, and video calls. PSAPs can receive video emergency calls, whether facilitated by Video Relay Services (VRS) or generic video calls.

**Telematics:** NG9-1-1 integrates telematics data, such as vehicle location, speed, and direction. This information can aid responders in assessing incidents more accurately.

**Text:** Beyond voice calls, NG9-1-1 supports text-based communication and translation. Text messages can be crucial when voice communication is not feasible or safe.

**Alarms and Sensors:** NG9-1-1 accommodates alarms and sensor data. These can provide real-time information about incidents, such as fire alarms, gas leaks, or environmental hazards.

**Biometrics:** While not widely implemented yet, NG9-1-1 has the potential to incorporate biometric data (e.g., fingerprints, retinal scans) for caller identification.

**Recruitment and Retention:** The changing role of telecommunicators in NG9-1-1 may impact recruitment and retention efforts. Agencies need to adapt to the evolving technology and provide adequate training to staff.

In summary, NG9-1-1 promises improved emergency response services, but it also requires PSAPs to adapt their operations, train staff, and embrace new technologies.

**Legal Review**

City Attorney Joe Gorfida

**Staff Recommendation**

Approve the contract between the City of Hutchins and the Commission on State Emergency Communications as a Subrecipient of Next Generation 9-1-1 funds made available from SB8.

**Supporting Documentation and Attachments**

Grant Application

Contract

Resolution

**SB 8 CORONAVIRUS STATE FISCAL RECOVERY FUND**

**TEXAS 9-1-1 ENTITY**

**SUBRECIPIENT GRANT APPLICATION CHECKLIST**

The following checklist will be used by Commission on State Emergency Communications (CSEC) to determine if an application is administratively complete. **NOTE:** For an application deemed administratively incomplete, CSEC will notify the Applicant and the Applicant will have five business days—not including a state or federal holiday—to revise and re-submit a revised electronic application.

1. **Application Package.** A complete application consists of:
  - a. Appendix A 9-1-1 Entity Certification.
  - b. Application for Federal Assistance (SF-424).
  - c. Project Plan (attached to SF-424 Field 15), including identified Subprojects.
  - d. Budget Plan (attached to SF-424 Field 15).
  - e. Subrecipient Procurement Compliance Worksheet. (A worksheet must be included for each existing contract and procurement Applicant intends to fund, on a reimbursement basis, in whole or in part with awarded SB 8 Coronavirus State Fiscal Recovery Fund (CSFRF) funds. For forthcoming procurements, the Worksheet will be supplemented with the requisite supporting documentation. **NOTE:** A 9-1-1 Entity's Subproject(s) could include funding from multiple Eligible Cost Categories and include internal direct costs and indirect costs. *E.g.*, Network and NGCS could be part of the same Subproject and involve both an existing contract (or forthcoming procurement) as well as internal direct costs and indirect costs.
  - f. Assurances for Non-Construction Programs (SF-424B).
  - g. Assurances for Construction Programs (SF-424D). Complete irrespective of whether 9-1-1 Entity's NG9-1-1 Project, including Subprojects, does/does not contemplate or include construction.
  - h. Certification Regarding Lobbying (CD-511).
  - i. Disclosure of Lobbying Activities (SF-LLL). Complete if required by CD-511.
  - j. Indirect Cost Rate Agreement (as applicable). Provide a copy of approved negotiated indirect cost rate agreement, or election to charge indirect costs to the award pursuant to a de minimis rate of 10 percent of modified total direct costs (MTDC), in which case a negotiated indirect cost rate agreement is not required. To make the election and request indirect costs under a de minimis rate, the Applicant(s) must not receive more than \$35 million a year in direct Federal funding. As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Once chosen, this methodology must be used

consistently for all Federal awards until a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time. **Applicants proposing a 10 percent de minimis rate pursuant to 2 CFR 200.414(f) must note this election as part of the Project Plan.** If indirect costs are included in the proposed budget, provide a copy of the approved negotiated indirect cost rate agreement if this rate was negotiated with its cognizant agency for indirect costs. If the applicant includes indirect costs in the budget and has not negotiated an indirect cost rate with its cognizant agency for indirect costs, the applicant may obtain such a rate through negotiation with its cognizant agency consistent with the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

2. **Signatures.** Digital, electronic, or hand-made signatures of Applicant and/or its authorized agent representative are required for:
  - a. Appendix A Certification SB 8.
  - b. Application for Federal Assistance (SF-424).
  - c. Assurances for Non-Construction Programs (SF-424B).
  - d. Assurances for Construction Programs (SF-424D).
  - e. Certification Regarding Lobbying (CD-511).
  - f. Disclosure of Lobbying Activities (SF-LLL). If required to be completed by CD-511.
  - g. Uniform Guidance Compliance Worksheet (specifically Cost or Price Analysis).
  
3. **Uniformed Guidance Compliance Worksheet).** Complete for each Subproject for which SB 8 CSFRF grant funds will be used to fund in whole or in part, on a reimbursement basis, an existing contract or future procurement. For future procurements, the Worksheet will be supplemented with the requisite supporting documentation as such becomes available. NOTE: A 9-1-1 Entity Subproject(s) could include funding from multiple Eligible Cost Categories as well as include internal direct costs and indirect costs. E.g., Network, Next Generation Core Services, and Operations could be part of a Subproject; and involve both an existing contract (or future procurement) as well as internal direct costs and indirect costs. If so, the Compliance Worksheet would be with respect to that portion of the Subproject that is subject to an existing contract or future procurement.

**APPENDIX A: 9-1-1 ENTITY CERTIFICATION**  
**SB8 CORONAVIRUS STATE FISCAL RECOVERY**  
**FUND**

I, James Quin, represent that I am authorized to make, and hereby do make, the following certifications on behalf of (City of Hutchins) Hutchins Police Department (9-1-1 Entity):

- The 9-1-1 Entity’s grant application is complete in accordance with the instructions and requirements and forms provided by the Commission on State Emergency Communications (CSEC).
  - 911 Entity’s application and proposed projects and/or activities complies with the SB8 Coronavirus State Fiscal Recovery Fund (CSFRF) implementing regulations, including but not limited to federal Uniform Guidance (2 C.F.R. Part 200), provisions regarding the diversion of 911 funds, and eligible costs are within the nine authorized cost categories and indirect costs (as applicable).
  - 911 Entity’s application includes its Applicant 911 Plan, which complies with the U.S. Department of Treasury’s regulations implementing the CSFRF.
  - 911 Entity is aware that funding of any SB8 CSFRF funds it receives as a subrecipient will be on a reimbursement basis.
- II. 9-1-1 Entity’s Application and this Appendix A certification is being submitted by its authorized representative whose company name is (City of Hutchins) Hutchins Police Department; and authorized individual’s name is James Quin. (Not applicable if left blank.)

**(NOTE:** If submitted by an authorized agent, a separate certification must be provided for each 9-1-1 Entity represented by the authorized agent.)

- III. **I further certify that 911 Entity has not diverted and will not divert any portion of designated 9-1-1 fees or charges for non-acceptable obligations per Federal Communications Commission rules, specifically including rule 9.23 (47 C.F.R. § 9.23) designating acceptable purposes for the obligation or expenditure of 9-1-1 fees or charges, during the Period of Performance (November 8, 2021, through December 31, 2024).**
- IV. **I further certify that if 911 Entity diverts any portion of designated 9-1-1 fees or charges for non-acceptable obligations that 9-1-1 Entity will immediately notify CSEC in writing of such diversion.**



V. I further certify to the required federal Certification Regarding Debarment and Suspension for a Lower Tier Participant for a Covered Transaction as set forth in CSEC's Subrecipient SB8 CSFRF Application.

VI. I further certify and agree that:

- (1) 9-1-1 Entity awarded SB8 CSFRF funds will be funded on a reimbursement basis. 9-1-1 Entity must pay for eligible goods and services, including internal direct and indirect costs, before seeking reimbursement.
- (2) To be reimbursed, 9-1-1 Entity will provide with its reimbursement request sufficient documentation evidencing (i) payment from non-federal sources for the goods and services for which reimbursement is requested; (ii) costs are eligible for reimbursement; and (iii) costs align with 9-1-1 Entity's approved Project Plan and Project Budget.
- (3) 9-1-1 Entity will conduct all applicable procurements, including when procured through a cooperative purchase program, in accordance with Federal Uniform Guidance – Procurement Standards (2 C.F.R. §§ 200.318 – 200.327) and in accordance with 9-1-1 Entity's approved Uniform Guidance – Procurement Standards Compliance Worksheet(s).
- (4) For 9-1-1 Entity's existing agreements/Purchase Orders, including those obtained through a cooperative purchase program, 9-1-1 Entity has met Uniform Guidance – Procurement Standards compliance in accordance with 9-1-1 Entity's approved Uniform Guidance – Procurement Standards Compliance Worksheet(s).
- (5) Use SB8 CSFRF grant funds consistent with Federal Uniform Guidance Cost Principles (2 C.F.R. Part 200, Subpart E).
- (6) Comply as applicable with the U.S. Department of Treasury's Coronavirus State and Local Fiscal Recovery Funds regulations (31 C.F.R. Subtitle A, Part 35, Subpart A).
- (7) Submit an Annual Performance Report to CSEC within 60 days after the end of each federal fiscal year during which subrecipient SB8 CSFRF funds are available to 911 Entity following the procedures of 2 C.F.R. § 200.328, except when a final report is required of 9-1-1 Entity as part of close out (47 C.F.R. § 400.10(b)(2)).
- (8) Submit quarterly financial reports to CSEC within 20 days after the end of each federal fiscal quarter during which subrecipient CSFRF funds are available to 911 Entity following the procedures of 2 CFR 200.327, except when a final voucher is required as part of closeout (47 C.F.R. § 400.10(b)(1)).
- (9) Submit a final submission to CSEC within 60 days after the completion of projects and activities, but in no event later than 60 days following the end of the period of performance, consisting of:
  - a. A final voucher for the costs incurred. The final voucher constitutes the final financial reconciliation for the SB 8 CSFRF award; and
  - b. A final report following the procedures of 2 C.F.R. § 200.344(a).

VII. I further certify that 911 Entity will comply with all applicable laws and regulations, and financial and programmatic requirements for SB8 CSFRF funds. Specifically, that 911 Entity understands and acknowledges federal procurement requirements related to the SB8 CSFRF.

(City of Hutchins) Hutchins Police Department

9-1-1 Entity Name

James Quin

9-1-1 Entity Authorized Representative Company Name (left blank if not applicable)

Signature: 

Name: James Quin

Title: City Administrator

Date: \_\_\_\_\_

View Burden Statement

OMB Number: 4040-0004  
Expiration Date: 12/31/2022

**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

\* 2. Type of Application:

- New
- Continuation
- Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

City of Hutchins

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

75-6005082

\* c. UEI:

CBN7RXMGJGM7

**d. Address:**

\* Street1:

P.O.BOX 500

Street2:

\* City:

Hutchins

County/Parish:

\* State:

Texas

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

75141

**e. Organizational Unit:**

Department Name:

City of Hutchins

Division Name:

Hutchins Police Department

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

\* First Name:

Becky

Middle Name:

Lynn

\* Last Name:

Blanton

Suffix:

Title:

Communications Supervisor

Organizational Affiliation:

Hutchins Police Department

\* Telephone Number:

972-225-2225

Fax Number:

972-993-2790

\* Email:

bblanton@cityofhutchins.org

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

9-1-1 PSAP

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

**11. Catalog of Federal Domestic Assistance Number:**

CFDA Title:

**\* 12. Funding Opportunity Number:**

\* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**  
\* a. Applicant  \* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**  
\* a. Start Date:  \* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="\$699,123.23"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on  .

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

**9-1-1 ENTITY PROJECT PLAN**  
**SB8 CORONAVIRUS STATE FISCAL RECOVERY FUND**

9-1-1 Entity name(s): City of Hutchins

9-1-1 Entity Authorized Agent Representative name (if applicable): James Quin

(If a 9-1-1 Entity authorized agent represents more than one 9-1-1 Entity, representative may submit a single combined Grant Application for all 9-1-1 Entities it represents as identified in the first row. Notwithstanding the preceding, a combined Grant Application must clearly identify and account for herein, and in the Budget Plan, each 9-1-1 Entity’s subaward amount.)

**INSTRUCTIONS:** Provide an overarching description of NG9-1-1 Project. Divide NG9-1-1 Project into Subprojects (aligning with applicable Eligible Cost Category(ies) applicable to each Subproject and, as applicable existing contracts and future procurements to be funded in whole or in part with SB 8 Coronavirus State Fiscal Recovery Fund allotted grant funds).

For each Subproject comprising 9-1-1 Entity’s NG9-1-1 Project, identify each Eligible Cost Category(ies) and, to the extent applicable, 9-1-1 Entity’s internal direct costs and indirect costs. Total costs for all Subprojects, including internal direct costs and indirect costs, cannot exceed the total allotment awarded to 9-1-1 Entity by the Commission during open meeting.

Explanatory Notes For Internal Direct Costs and Indirect Costs:

9-1-1 Entity Subrecipients are permitted to charge both internal direct and indirect costs to their grant award.

**9-1-1 ENTITY INTERNAL COSTS (AS APPLICABLE):** Direct Costs (see 2 C.F.R. § 200.413): Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. [*i.e.*, costs associated with a Subproject for which 9-1-1 Entity’s own personnel will provide all or a portion of the work or services under an Eligible Cost Category included in the Subproject.]. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect (F&A) costs. See also § 200.405.

Indirect Costs (see 2 C.F.R. § 200.414): Indirect costs are those costs associated with general administrative duties, including salaries of administrative and clerical staff, that are normally treated as indirect costs—*i.e.*, treated as costs of “Facilities” and “Administration” (F&A). Indirect costs are capped at either the 9-1-1 Entity’s negotiated indirect cost rate agreement (provide a copy with application) or, if elected herein, 10% of Subproject budgets.

Example: Subproject: GIS Data Development

Total Subproject Costs: \$12,000

Potential Eligible Cost Category(ies) – Geographic information System (GIS), Operations, Other

1. GIS - Funds are being requested to integrate sophisticated mapping in order to provide first responders with more precise location information. The services will be provided by onsite personnel whose sole purpose is to conduct GIS Data Development of the project and contractor.
  - a. Total Subproject Cost: \$10,000
  - b. GIS Vendor Costs: \$5,000
  - c. \*Total Included Internal Direct Costs (if any): Bill Johnson – makes \$60,000 per year and will work directly on this Subproject for a total of one month (\$5,000).
  - d. \*Total Included Indirect Costs (if any): (NONE)
2. Operations – Administrative and Clerical Staff
  - a. Total Subproject Cost: \$1,000
  - b. \*Total included Internal Direct Costs (if any): Names, Salaries, and Percentage of Time
  - c. \*Total Included Indirect Costs (if any): Or 10% of total subproject or approved negotiated indirect cost rate agreement.
3. Other -
  - a. Total Subproject Cost: \$1,000
  - b. \*Total included Internal Direct Costs (if any): Travel to PSAPs
  - c. \*Total Included Indirect Costs (if any):

Summary Internal Direct and Indirect Costs: Total for all Subprojects, including amounts paid to vendors and internal direct and indirect costs, may not exceed the total amount allotted by the Commission to 9-1-1 Entity. Depending on how 9-1-1 Entity completed Attachment C (TFOPA Eligible Cost Categories), entity may have included internal direct and indirect costs under a single category (e.g., Operations or Other); or may have included within each substantive Eligible Cost Category (i.e., Network, Call Routing/Location, GIS, NGCS, PSAP Call Handling, and Security). Key for the Project Plan is to identify for each Subrecipient applicable internal direct costs and/or indirect costs. For internal direct must identify the position (if not the person), salary, percentage of expected work, period of time covered by the expected work. For indirect costs, either apply 9-1-1 Entity’s negotiated indirect cost rate agreement or elect herein the 10% de minimis amount as applicable.

(9-1-1 ENTITY’S PROJECT PLAN BEGINS ON FOLLOWING PAGE.)

**9-1-1 ENTITY PROJECT PLAN**

**SECTION 1      Overarching Description of Project Plan**

Funds are being requested to implement and maintain NG 9-1-1 equipment. Funds will be utilized to facilitate ESInet installation, call routing upgrades, back up PSAP call routing, transitional data management, geographic information integrated mapping, and call handling solutions to improve the safety of the citizens in the City of Hutchins.

**SECTION 2      Overarching Project Plan—Detailed Subprojects**

(Each listed Subproject must be included in Budget Plan. Total costs of all Subprojects, including internal direct costs and indirect costs, must not exceed total amount allotted to 9-1-1 Entity by the Commission.)

1. Network (NG91-1 ESInet) - Funds are being requested for Network Implementation and Recurring Costs
  - a. Total Subproject Cost \$135,030.00
  - b. Implementation Cost \$ 564.48
  - c. Total Recurring Cost \$ = \$ 2,250.00 x 60 months
  
2. 9-1-1 Call Routing and Location Funds are being requested for 9-1-1 Call Routing Recurring costs, Backup PSAP Call Routing Recurring costs, TDMS (Transitional Data Management), and Recorder of Last Resort (RLR) Recurring and Nonrecurring costs.
  - a. Call Routing – Funds are being requested to facilitate routing of 9-1-1 calls through the core router.
    - i. Total Subproject Cost \$ 36,960.00
    - ii. Total Recurring Cost :\$ 616.00 x 60 months
  - b. Backup PSAP- Call Routing Recurring: Funds are being requested to route calls to secondary facility.
    - i. Total Subproject Cost \$ 33,600.00
    - ii. Total Recurring Cost \$ = \$ 560.00 x 60 months
  - c. TDMS (Transitional Data Management)- Funds are being requested for Full Service Next Generation 9-1-1 GIS Data Professional Services - Customized NG9-1-1
    - i. Total Subproject Cost \$30,804.48
    - ii. Total Nonrecurring Cost: \$ 564.48
    - iii. Total Recurring Cost: \$30,240.00
  - d. Recorder of Last Resort- Funds are being requested for recording redundancy.
    - i. Total Subproject Cost \$4,145.52
    - ii. Total Nonrecurring Cost: \$4,145.52
  
3. Geographic Information System (GIS)- Funds are being requested to integrate sophisticated mapping to provide first responders with more precise location information. The services will be provided by Geocom.
  - a. GIS



- i. Total Subproject Cost: \$ 44,852.23
  - ii. GIS Vendor Costs:\$ 44,852.23
- 4. PSAP 9-1-1 Call Handling Systems and Applications- Funds are being requested to Funds are being requested for NG9-1-1 call handling, AWARE mapping, text to 9-1-1, translation via smart transcription, and live video access to responders via citizen input.
  - i. Total Subproject Cost: \$413,731.00
  - ii. Total Nonrecurring Cost: \$ 413,731.00

### **SECTION 3      Project Plan/Subproject Explanatory Notes and Miscellaneous (including timeline by Subproject)**

- 1. Network (NG91-1 ESInet)-12 months to completion (possibly shorter)
- 2. 9-1-1 Call Routing and Location-12 months to completion (possibly shorter)
- 3. Geographic Information System-12 months to completion (possibly shorter)
- 4. PSAP 9-1-1 Call Handling Systems and Applications- 12 months to completion (possibly shorter)

**COMPLIANCE WORKSHEET**

**SECTION 1 INTRODUCTION**

This worksheet is provided by the Commission on State Emergency Communications (CSEC) to allow a Texas 9-1-1 Entity Subrecipient (9-1-1 Entity or Subrecipient) to show compliance with federal Uniform Guidance (UG, 2 C.F.R. Subtitle A, Chapter II, Part 200) Procurement Standards (2 C.F.R. §§ 200.318 - 200.327). **9-1-1 Entity must complete a worksheet (e.g., “Subrecipient Reply” and Attachments herein) for each existing contract and current/future procurement 9-1-1 Entity intends to fund in whole or in part with federal Coronavirus State Fiscal Recovery Funds (CSFRF); including when 9-1-1 Entity is using or intends to use another entity’s cooperative purchase program or contract(s)—e.g., Department of Information Resources (DIR) TEX-AN, Brazos Valley Council of Governments’ Purchasing Solutions Alliance, or HGACBuy (collectively, the Cooperative Purchase Programs).**<sup>1</sup>

Federal CSFRF funds were appropriated to CSEC by the 87th Texas Legislature in Senate Bill 8 (3rd) to fund Texas 9-1-1 Entities’ transition to providing Next Generation 9-1-1 Service (NG9-1-1) by the target date of September 1, 2025, as provided in House Bill 2911.

Per 2 C.F.R. § 200.317 all non-state, non-federal entities “including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.” Texas 9-1-1 Entity Subrecipient must **Except as indicated below, general references to a 9-1-1 Entity’s procurement policies is insufficient to show compliance and is considered non-responsive.**

**IMPORTANT NOTE: A 9-1-1 Entity with an existing contract from the Cooperative Purchase Programs must complete Section 2 and Subsections 3.1, 3.7 (if amount exceeds Simplified Acquisition Threshold of \$250,000), and 3.10—including Attachments 1 and 2. (CSEC has independently reviewed and verified compliance with UG-Procurement Standards for the Cooperative Purchase Programs.) A 9-1-1 Entity currently procuring or intending to procure through the Cooperative Purchase Programs, must complete Sections 2 and 3, including a competitive solicitation, and Attachments 1 and 2.**

This worksheet is not exhaustive of federal Uniform Guidance and addresses compliance only with respect to UG Procurement Standards.

**SECTION 2 PROCUREMENT**

Provide the information below for each Subproject - Procurement identified in 9-1-1 Entity’s Project Plan and Budget Plan. Total amounts for all Subproject – Procurements in each Eligible Expense Category (plus any 9-1-1 Entity internal direct costs and indirect costs) **must not** exceed the total for each Eligible Expense Category or total subaward amount in 9-1-1 Entity’s Budget Plan.

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<sup>1</sup> Per 200.318(e): “To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the Subrecipient is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.” (Emphasis added.)

1. **Subproject - Procurement Name** (For an existing contract include the name used by 9-1-1 Entity to identify procurement.):

**City of Hutchins 911 upgrade to NG911 Next Generation ESInet and Core Services**

2. **Subproject - Procurement Eligible Expense Category(ies)** (List all Expense Categories by dollar amount. Total amounts for all Subproject – Procurements in each Eligible Expense Category (plus any 9-1-1 Entity internal direct costs and indirect costs) must not exceed the total for each Eligible Expense Category or total subaward amount in 9-1-1 Entity's Budget Plan.):

**As of the submission of this application, these are estimates. City of Hutchins 911 will notify CSEC of any changes.**

3. **Subproject - Procurement Method** (Using the procurement methods in 2 C.F.R. § 200.320, specify the procurement method. Additionally, identify if the 9-1-1 Entity is procuring (procured in the case of an existing contract) through a Cooperative Purchase Program or self-conducted procurement. NOTE: When utilizing a Cooperative Purchase Program, 9-1-1 Entity must conduct a competitive solicitation unless subject to an existing contract. For a cooperative purchase agreement, include name/number/party information/and procuring entity. For future procurements, the preceding is to identify the intended method of procurement.):

**City of Hutchins 911 will follow the solicitation of proposals procurement method (2 C.F.R. § 200.320,(b)(2))) and will solicit proposals through a Cooperative Purchase Program for the NG911 upgrade and NG911 core services. The Cooperative Purchase Program that will be utilized is the Texas Department of Information Resources ("DIR") or HGACBuy. For NG911, To City of Hutchins 911's knowledge, there are four entities that offer NG911 Next General ESInet services, two of which are on DIR. City of Hutchins 911 will solicit proposals from at least three entities.**

4. **Subproject - Procurement Details** (Describe the procurement):

**Prior to soliciting proposals, City of Hutchins 911 will review all publicly available pricing, such as the following:**

<https://dir.texas.gov/contracts/dir-tex-ng-ctsa-005>

**City of Hutchins 911 has obtained informal price quotes from the various vendors.**

**After completing its cost analysis, City of Hutchins 911 will solicit proposals from the vendors as per the time frame outlined in section 6 below.**

5. **Procurement Award Date** (Estimate if worksheet pertains to an ongoing or future procurement):

**City of Hutchins 911 anticipates a procurement award date by add June 2024, with performance to begin in June , 2024 ESInet Service.**

6. **Subproject – Procurement Project Timeline** (Provide start and completion dates for Subproject; completion date may not be later than December 31, 2026):

City of Hutchins 911 will upgrade its network to NG911 as required by Federal mandate. This subproject consist of an upgrade of equipment and core services for the two-year grant term. The current estimated time for this subproject is as follows: Section E, Item 12.

**4/30/2023 Obtain ESInet pricing from DIR-TELE-CTSA-002. Obtain pricing from three vendors for NG9-1-1 call handling equipment to verify the most cost-efficient method and confirm vendor is not on a state or federal debarment list.**

**6/30/2024 Order Equipment and ESInet services**

**9/30/2024 Equipment arrival and installation**

**11/30/2024 Equipment inspection**

**12/2/2024 Pay vendor and submit for reimbursement for equipment**

**2/28/2025 Turn up ESInet Service**

**3/28/2025 Submit for reimbursement for ESInet Services**

**The NGCS funds will be spent in 2024 and 2025 for services associated with the Hutchins ESInet.**

## SECTION 3 UNIFORM GUIDANCE PROCUREMENT STANDARDS – COMPLIANCE

Each of the regulations enumerated below include hyperlinks to the referenced regulation.

### 3.1 § 200.318 General procurement standards.

Per 2 C.F.R. § 200.317 all non-state, Subrecipients, “including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327. Documented Procurement Procedures. Subrecipient’s documented procurement procedures must conform to the procurement standards in §§ 200.318 through 200.327. Section 200.318(a) further provides that a Subrecipient “must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The Subrecipient's documented procurement procedures must conform to the procurement standards identified in §§ 200.318 through 200.327.”

#### **SUBRECIPIENT REPLY (General Reference Permitted):**

**City of Hutchins 911 has documented procurement procedures that conform to the procurement standards identified in §§ 200.318 through 200.327.**

200.318(b) Oversight. Subrecipient must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, specifications, of their contracts or purchase orders.

#### **SUBRECIPIENT REPLY:**

**City of Hutchins 911 regularly monitors procured services to ensure that the contractor performs in accordance with the terms, conditions, and specifications of their contracts and/or purchase orders.**

200.318(c) Conflicts of Interest. Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an

unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied in the event of violations of such standards by officers, employees, or agents of the Subrecipient.

**SUBRECIPIENT REPLY (General Reference Permitted):**

**City of Hutchins 911 does not anticipate any conflicts of interest in the selection, award, and administration of the contract that City of Hutchins 911 will be procuring with the grant funding. Regardless, City of Hutchins 911 will fully comply Section 200.318(c), and will confirm there are no conflicts of interest in the selection, award, and administration of the contract. Furthermore, City of Hutchins 911 written policies and procedures include standards of conduct covering conflicts of interest and the actions of employees engaged in the selection, award, and administration of contracts that comply with 200.318(c). Additionally, and to the extent applicable to a Health and Safety Code Chapter 772 Emergency Communication District, regarding its vendors and in accordance with state law, City of Hutchins 911 requires conflicts of interest disclosures.<sup>2</sup> Also, per state law as applicable City of Hutchins 911 vendors are required to disclose all “interested parties” to City of Hutchins 911 and the Texas Ethics Commission.<sup>3</sup>**

200.318(d) Unnecessary or Duplicative Items. The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

**SUBRECIPIENT REPLY:**

**City of Hutchins 911’s procedures require the entity to avoid acquiring unnecessary or duplicative items. City of Hutchins has considered, and deemed not in its best interests, to break out procurements to obtain a more economical purchase. City of Hutchins 911 will avoid the purchase of unnecessary and duplicative items. City of Hutchins 911 will ensure that the upgrade to NG911 Next Generation ESInet only includes the essential components, so that the grant funds can be utilized efficiently.**

200.318(i) Records. The Subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

**SUBRECIPIENT REPLY:**

**City of Hutchins 911 will maintain all required documentation for the period described in the CSEC Subrecipient Subaward Grant Contract. All files will be made available upon request.**

200.318(j) Time and Materials Contracts.

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of

oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective controls.

**SUBRECIPIENT REPLY:**

**City of Hutchins 911 will not be using a Time and Materials Contract for this Subproject.**

200.318(k) Settlement. The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

**SUBRECIPIENT REPLY:**

**City of Hutchins 911 alone, is responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of this procurement. In addition, the awarded vendor will be required to sign the CSEC Contractor Certification which addresses certain contractual remedy matters in addition to those addressed in City of Hutchins 911 contract or other form of agreement documents with vendor(s).**

**3.2 § 200.319 Competition.**

**SUBRECIPIENT REPLY:**

**City of Hutchins 911 procurement will be conducted to provide full and open competition consistent with 200.320. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals will be excluded from competing for such procurement. City of Hutchins 911 will conduct its procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. City of Hutchins 911 will conduct a competitive solicitation.**

**3.3 § 200.320 Methods of procurement to be followed.**

**SUBRECIPIENT REPLY:**

**City of Hutchins 911 will use the solicitation of proposals method through a Cooperative Purchase Program for all of its proposed projects that will be used for grant funding. The Cooperative Purchase Program that will be utilized for the GIS upgrade is the Texas Department of Information Resources (“DIR”) or HGACBuy. City of Hutchins 911 will award a contract to the responsible offeror whose proposal was deemed to provide the Best Value, with price and other factors considered.**

**3.4 § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

NOTE: Texas Government Code § 2161.061 authorizes the Comptroller of Public Accounts Statewide HUB Program to certify qualified small businesses and enter into Memorandums of Agreements (MOAs) with other small business certifying entities, including local governments, to maximize the number of HUBs certified. To review the Certification Process and requirements click [here](#).

**SUBRECIPIENT REPLY:**

City of Hutchins 911 will take all necessary affirmative steps to assure that minority businesses, women enterprises, and labor surplus area firms are used when possible. Such steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

In addition, the ultimately selected vendor will be required to sign the CSEC Contractor Certification, which provides as follows: "If Contractor subcontracts any portion of the delivery or providing of property and services to 9-1-1 Entity, Contractor agrees to make good-faith, reasonable efforts to take the affirmative steps provided in 200.321(b)(1) – (5)."

### 3.5 200.322 Domestic preferences for procurements.

#### SUBRECIPIENT REPLY:

To the extent applicable, as appropriate, and to the extent consistent with law, City of Hutchins 911 intends to provide a preference to purchase equipment produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The prime contractor will also be required to sign the CSEC Contractor Certification, which provides as follows: "As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products."

### 3.6 § 200.323 Procurement of recovered materials.

A Subrecipient that is a state agency or agency of a political subdivision of state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

#### SUBRECIPIENT REPLY: (Required contract provision included in the Contractor Certification (Attachment 2).)

City of Hutchins 911 does not anticipate that any of the item designations in 40 CFR part 247 are applicable to this Subproject. Notwithstanding the foregoing, CSEC's Contractor Certification of Federal Uniform Guidance Contract Provisions for Non-Federal Entities requires, to the extent applicable, the awarded vendor to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

**3.7 § 200.324 Contract cost and price.**

- (a) Subrecipient must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the Subrecipient must make independent estimates before receiving bids or proposals.
- (b) The Subrecipient must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the Subrecipient under subpart E of this part. The Subrecipient may reference its own cost principles that comply with the Federal cost principles.

(To meet compliance, Texas 9-1-1 Entity must complete and submit the Commission’s Cost or Price Analysis form – Attachment 1: For potential customers of DIR’s Cooperative Contracts program, DIR has made TEX-AN NG9-1-1 awards to two vendors—AT&T Corp and NGA 911 LLC. Cost or Price analysis for TEX-AN customers may be completed by analyzing/comparing those two offerings.)

**SUBRECIPIENT REPLY:**

**Prior to soliciting proposals for any vendors, City of Hutchins 911 will review all publicly available contracts that included pricing available from the available qualified vendors, including all those listed in subsection 4 above, and all price listings on DIR and/or HGACBuy. City of Hutchins 911 is still in the process of conducting a price analysis and will supplement its response with the completed Attachment 1 once the cost price analysis has been completed.**

**3.8 § 200.325 Federal awarding agency or pass-through entity review.**

Regulation requires a Subrecipient to make available before or after a solicitation technical specifications or pre-solicitation procurement documents—the latter in the event the Subrecipient’s procedures or operation failed to comply with the procurement standards in this part.

NOTE: A procurement that exceeds the simplified acquisition threshold (SAT) (currently \$250,000) and is awarded without competition or only generates one offer, is one of the enumerated instances when pre-procurement document review could be requested. And the Subrecipient can ask for a review of its procurement system to exempt it from the pre-procurement review, or self-certify citing specific policies, procedures, regulations, standards showing compliance.

**SUBRECIPIENT REPLY (Confirm agreement to provide specifications and/or procurement documents. Subrecipient may self-certify its procurement system. Such self-certification does not limit CSEC’s or the Federal awarding agency’s right to survey the system. Under a self-certification procedure, CSEC or the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards.):**

**City of Hutchins 911 confirms that it will maintain records of its solicitation procurement documents utilized for purposes of this grant, and provide a copy of any and all documents utilized in the solicitation process, including any cost price analysis done prior to soliciting proposals, and other related documents as CSEC may deem appropriate for review.**

**3.9 § 200.326 Bonding requirements.**

**SUBRECIPIENT REPLY:**



City of Hutchins projects and their procurement will not involve construction or facility improvement contracts or subcontracts, making the bonding requirements of 200.326 inapplicable.

### **3.10 § 200.327 Contract provisions.**

#### **Regulation references 2 C.F.R. Appendix II to Part 200.**

Subrecipient must have its Contractor/Vendor for the procurement described in Section 2 complete CSEC's Contractor Certification of Federal Contract Provisions (Attachment 2); a copy of which must be provided by Subrecipient to CSEC.

#### **SUBRECIPIENT REPLY (Confirm attachment of completed Contractor Certification.):**

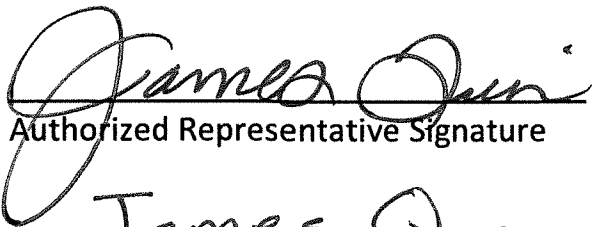
City of Hutchins 911 will have the selected vendor sign the CSEC Contractor Certification form (including Byrd Anti-Lobbying Certification) once formal procurement has been completed for this Subproject.

# CERTIFICATION

I, the undersigned, do hereby certify that I am authorized to make this certification and I was either directly involved in completing the Compliance Worksheet or it was completed under my direction. I further certify that, to the best of my knowledge and belief, the information in the Compliance Worksheet and attached hereto is true and correct and accurately reflects and aligns with 9-1-1 Entity's Project Plan and Budget Plan. 9-1-1 Entity further certifies that it will amend this Compliance Worksheet (and Project and Budget Plans as applicable) and submit to CSEC for prior approval any substantive changes to the information provided.

**Approved By:**

Hutchins Police Department /City of Hutchins  
9-1-1 Entity Name

  
Authorized Representative Signature

4.11.24

Date

James Quin  
Printed Name of Authorized Representative

City Administrator  
Title of Authorized Representative

City of Hutchins  
Entity Name of Authorized Representative (if not the 9-1-1 Entity)

# ATTACHMENT 1—COST OR PRICE ANALYSIS

(Begins on next page.)

**COST OR PRICE ANALYSIS (2 C.F.R. § 200.324)**

**Procurement/Subproject Name:** PSAP 9-1-1 Call Handling Systems and Applications

(Complete an analysis for each Subproject procurement action equal to or exceeding \$250,000.)

**Purpose:**

Federal regulations require documentation of cost analysis or price analysis for every procurement action equal to or above \$250,000 (see 2 C.F.R. § 200.324). The Cost or Price Analysis Form is used to document compliance with § 200.324 regarding reasonableness. This form is used to document the Recipient/Subrecipient’s estimated range of fair and reasonable costs for the goods and/or services acquired, including for an existing contract. This form is kept as part of the procurement file and/or grant documentation to demonstrate that the procurement process was conducted in an open and fair manner and that the Recipient/Subrecipient received a reasonable price as a result of the analysis. **This form must be signed by authorized personnel as prescribed below.**

**Instructions:**

1. Complete a Cost or Price Analysis form for each federal grant procurement action equal to or above \$250,000. Please complete all sections.
2. Provide documentation to support the reasonableness test (referenced below in Part II) and/or a detailed discussion of the cost or price analysis. A Cost or Price Analysis form lacking sufficient detail cannot be accepted.
3. Sign and date the form.
4. Submit a copy of completed form, along with supporting documentation, to the **Commission on State Emergency Communications (CSEC)**.
5. Retain form and supporting documentation with the applicable procurement/contract file.

**PART I: PROCUREMENT TYPE**

Check (click each box that applies and attach supporting documentation:

- Purchasing Cooperative (please describe below)
- Self-conducted Request for Proposals, Competitively Sealed Proposal, or Invitation for Bid
- Other (please explain below)

     Will use DIR-TELE-CTSA-OO2 for vendor procurement and obtain pricing from three vendors for NG9-1-1 call handling equipment to verify the most cost-efficient method and confirm vendor is not on a state or federal debarment list.

**PART II: REASONABLENESS STANDARD**

Estimated cost or price is considered fair and reasonable for the following reason(s) and, as applicable, is supported by attached documentation and/or a detailed discussion of the cost or price analysis (select at least one applicable situation):

- Comparison of previous purchase order and contract prices with current proposed price, for the same or similar items. Both the validity of the comparison and the reasonableness of the previous price(s) have been established. *(Attach the referenced purchase orders/contracts, amounts, issuance dates, and how they are similar to the current purchase.)*
- Comparison with Vendor's published price lists, market prices, pricing indexes, and discount or rebate arrangements. *(Attach published price list or other published pricing information used. A vendor's quotation or correspondence does not qualify as a published price list)*
- Comparison of proposed price with independent cost estimate performed BEFORE receiving bids or proposals, or BEFORE receiving quotes or proposals from other governmental entities through an interlocal contract or a purchasing cooperative. *(Attach Independent Estimate Determination Form and underlying documentation.)*
- Comparison of proposed price with prices obtained through market research for the same or similar items. *(Attach documentation of research conducted.)*
- Analysis of Offeror's cost information. *(Attach cost information.)*
- Other *(Please specify method and source.)*

A comparison of cost estimate from three vendors will be obtained to ensure the cooperative agreement is the most cost effective. When these estimates are obtained they will be attached to this document, the certification signed, and retained for auditing purposes

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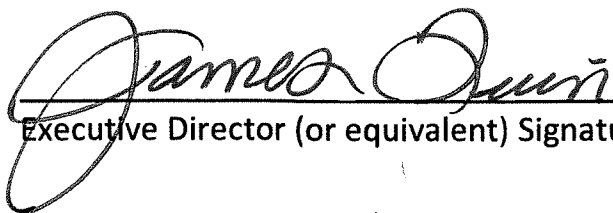


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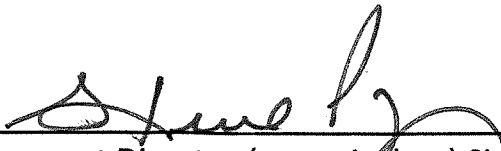
**CERTIFICATION**

I certify that I participated in the development of and/or reviewed this Cost or Price Analysis AFTER (1) seeking bids or proposals as required by 2 C.F.R. § 200.324; or (2) seeking quotes or proposals or reviewing published prices (including in existing contracts) from a purchasing cooperative (2 C.F.R. § 200.318(e)). I further certify that, to the best of my knowledge and belief, the information provided above and attached hereto is true and correct and that the form reflects a necessary, fair, and reasonable range of costs or prices for the procurement, including with respect to utilizing an existing contract to be funded in whole or in part with federal funds.

**Approved By:**

  
 \_\_\_\_\_  
 Executive Director (or equivalent) Signature

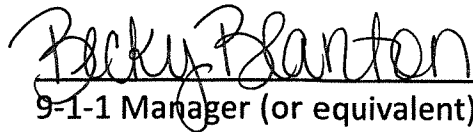
4.11.2024  
 \_\_\_\_\_  
 Date



Procurement Director (or equivalent) Signature

4-11-24

Date



9-1-1 Manager (or equivalent) Signature

4-11-2024

Date

# Independent Estimate Determination Form (Complete Before Receiving Bids, Proposals, or Quotes)

Section E, Item 12.

Procurement Name: PSAP 9-1-1 Call Handling Systems and Applications

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## Purpose:

Federal regulations require documentation of an independent for every procurement action equal to or above \$250,000 BEFORE (1) receiving bids or proposals (see 2 C.F.R. § 200.323); or (2) receiving quotes or proposals from other governmental entities through an interlocal contract or a purchasing cooperative (see 2 CFR § 200.318(e)).

The **Independent Estimate Determination** is a form used to document 9-1-1 Entity's estimated range of fair and reasonable costs for the goods and/or services to be acquired, including construction costs, and to document the analysis PRIOR to seeking bids, proposals, or quotes. **This form must be signed by the (1) person preparing the form; (2) Department Director (or equivalent) to attest to completion of this required form; and (3) Purchasing Manager/Supervisor (or equivalent) to approve the Independent Estimate Determination Form.**

## Instructions:

1. Complete this form for every federal grant procurement action equal to or above \$250,000 prior to either (1) advertising for bids or proposals or (2) seeking proposals from interlocal agencies or purchasing cooperatives. Please complete all sections.
2. Provide a detailed discussion of your independent estimate and attach the required supporting information. *Expectation here is a memo documenting the thought process, steps taken and conclusion reached. (e.g., how the estimate was made, assumptions that were made, information/tools used, and source of information obtained)*
3. Sign and date the form.
4. Submit completed form, along with detailed discussion and required supporting documentation, Commission on State Emergency Communications (CSEC).

**This Independent Estimate is for (check all that apply):**

Goods/Equipment

Services

Construction Work

## Goods/Equipment

**Source Used to Develop Independent Estimate of Goods/Equipment (check all that apply and attach supporting documentation).**

Vendor survey/market survey. This may include emails and phone calls to qualified vendors to collect price estimates. *Attach survey used.*

Obtain pricing from three vendors for NG9-1-1 call handling equipment to verify the most cost-efficient method and

# Independent Estimate Determination Form (Complete Before Receiving Bids, Proposals, or Quotes)

confirm vendor is not on a state or federal debarment list.

Current or past contracts for the same or similar product. *Reference contract description and contract number, if available.*

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Historical price and costs data. This may include historical price and costs from other entities also. Attach support for historical price and costs data used.

Other (*please specify source and attach supporting documentation*).

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## **Services or Construction Work**

**Source Used to Develop Independent Estimate of Services or Construction Work (check all that apply and attach supporting documentation):**

Current or past contracts for similar services or construction work. *Reference contract description and contract number, if available.*

Other departments or entities doing similar work. *Attach documentation/support for the similar work and amounts used to develop the independent estimate of services.*

Historical price and costs data. *Attach support for historical price and costs data used.*

Other (*please specify source and attach supporting documentation*):

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## **CERTIFICATION**

*I certify that I developed this independent estimate prior to (1) seeking bids or proposals as required by 2CFR § 200.323 or before (2) seeking quotes or proposals from interlocal agencies or a purchasing cooperative (2CFR § 200.318(e)). I further certify that, to the best of my knowledge and belief, the information provided above and attached hereto is true and correct and that the independent estimate reflects a necessary, fair, and reasonable range of costs or prices for the future procurement.*

**Prepared By:**



**Independent Estimate Determination Form**  
(Complete Before Receiving Bids, Proposals, or Quotes)

Section E, Item 12.

Becky (Vrzak) Blanton Communications Hutchins Police Department  
Name and Title (Please Print) Supervisor Department

Becky Blanton  
Signature

4.11.2024  
Date

**Approved By:**

James Quinn  
Department Director (or equivalent) Signature

4-11-24  
Date

Steve [Signature]  
Purchasing Manager/Supervisor (or equivalent) Signature

4-11-24  
Date

# ATTACHMENT 2—CONTRACTOR CERTIFICATION

(Begins on next page.)

# CONTRACTOR CERTIFICATION

## FEDERAL UNIFORM GUIDANCE CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS

A Texas 9-1-1 Entity customer (“9-1-1 Entity”) must ensure that all policies and procedures involving the expenditure of federal funds are compliant with the federal Uniform Guidance (2 C.F.R. Part 200). Part of this process involves ensuring that its vendors and contractors (collectively herein, “Contractor”) agree to comply with federal contract provisions (2 C.F.R. § 200.327).<sup>2</sup> The contract provisions are taken from Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Additional and/or supplemental contract provisions included in the Certification are derived from the Federal Emergency Management Agency’s Contract Management Guide (June 2021).<sup>3</sup>

This Certification is required when 9-1-1 Entity expends federal funds for any contract or other form of agreement including purchase order. Any exceptions to or modifications by Contractor of this Certification will result in delays in 9-1-1 Entity being authorized to expend awarded federal funds; and may preclude 9-1-1 Entity from expending federal funds with Contractor.

Execution of this Certification is not indicative that each provision, including additional and/or supplemental provisions, is applicable to 9-1-1 Entity and Contractor’s underlying contract or other form of agreement including purchase order (collectively herein, “agreement”), or 9-1-1 Entity’s obtaining property and services from Contractor.

It is the responsibility of the 9-1-1 Entity to ensure Contractor’s execution and compliance with this Certification. 9-1-1 Entity must provide a copy of Contractor-executed Certification to the Commission on State Emergency Communications (“CSEC”), and will provide evidence of Contractor compliance to CSEC within 10-business days of 9-1-1 Entity’s receipt of a written request from CSEC or authorized entity.

### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS -2 C.F.R. PART 200, APPENDIX II

**Definitions**

“Addressed” means sufficiently addressed in the agreement to satisfy the requirements of federal procurement law and regulation described in the explanations provided in this certification.

**Federal Contract Provisions (Appendix II)**

(A) **Contracts for More Than the Simplified Acquisition Threshold (\$250,000)**. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**Additional/Supplemental Provision:** If not already Addressed, Contractor agrees as follows:

<sup>2</sup> The Certification is a modified version of a federal contract provisions form for compliance with Education Department General Administrative Guidelines (EDGAR) and used by, among others, the Texas Department of Information Resources.

<sup>3</sup> Additional and/or supplemental contract provisions are provided and applicable to the extent 9-1-1 Entity and Contractor’s underlying contract, other form of agreement including purchase order, or the underlying cooperative purchase master agreement does not include or the included provision is deemed by an appropriate authority as insufficiently addressing the federal contract provision.

Pursuant to 2 C.F.R. Appendix II to Part 200 Federal Rule (A), when 9-1-1 Entity expends federal funds, the 9-1-1 Entity reserves all rights and privileges under applicable laws and regulations in the event of breach of contract by either party.

**(B) Price Exceeds Micro Purchase Threshold (\$10,000).** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to 2 C.F.R. Appendix II to Part 200 Federal Rule (B), when 9-1-1 Entity expends federal funds, 9-1-1 Entity reserves the right to terminate any agreement in excess of \$10,000 in the event of a breach or default of the agreement by Contractor in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the agreement; (2) make any payments owed; or (3) otherwise perform in accordance with the agreement. 9-1-1 Entity also reserves the right to terminate the agreement, with written notice to Contractor, for convenience, if 9-1-1 Entity believes, in its sole discretion that it is in the best interest of 9-1-1 Entity to do so. Contractor will be compensated for work performed and accepted and goods accepted by 9-1-1 Entity as of the termination date if the agreement is terminated for convenience by 9-1-1 Entity. Any agreement is not exclusive and 9-1-1 Entity reserves the right to purchase goods and services from other vendors when it is in 9-1-1 Entity's best interest.

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (appears at 30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" (appears at 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971), and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (C), when 9-1-1 Entity expends federal funds, the equal opportunity clause required by 41 CFR 60-1.4(b) is incorporated by reference as permitted by 41 CFR 60 1.4(d). Notwithstanding being Addressed, each nonexempt prime contractor must include the equal opportunity clause in each of its nonexempt subcontracts.

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. (See 29 C.F.R. § 5.2 for applicable definitions including "mechanic" and "laborer.")

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (D), when 9-1-1 Entity expends federal funds for a prime construction contract in excess of \$2,000 the provisions at 29 C.F.R. § 5.5(a)(1)-(10) are incorporated in full by reference into all applicable contracts, and all applicable Contractors must include these provisions in full in any subcontracts. Regarding Compliance with the Copeland "Anti-Kickback" Act, Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into the agreement. Regarding subcontracts and the Copeland "Anti-Kickback" Act, Contractor or subcontractor shall insert in any subcontracts the clause above applicable to Contractor and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (E), when 9-1-1 Entity expends federal funds for a contract in excess of \$100,000 involving the employment of mechanics or laborers Federal Rule (E) is incorporated by reference and the agreement is revised to include the following from 29 CFR § 5.5(b)(1)-(4):

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CSEC or 9-1-1 Entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under

any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

In addition to the preceding clauses from 29 CFR § 5.5(b)(1)-(4), and in accordance with 29 CFR § 5.5(c), if the agreement is subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Treasury, CSEC, 9-1-1 Entity and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Additional/Supplemental Provision: NOT APPLICABLE. Only applies to a “funding agreement” defined as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.” 37 CFR 401.2(a).

(G) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (G), when 9-1-1 Entity expends federal funds for a contract in excess of \$150,000 Contractor agrees as follows:

Clean Air Act: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

Contractor agrees to report each violation to the 9-1-1 Entity and understands and agrees that the 9-1-1 Entity will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office.

Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Treasury.

Federal Water Pollution Control Act: Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

Contractor agrees to report each violation to the 9-1-1 Entity and understands and agrees that the 9-1-1 Entity will, in turn, report each violation as required to assure notification to CSEC, Treasury, and the appropriate Environmental Protection Agency Regional Office.

Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Treasury.

**(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (appears at 3 CFR part 1986 Comp., p. 189) and 12689 (appears at 3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (H), Contractor certifies and agrees as follows:

Suspension and Debarment: The agreement with the 9-1-1 Entity is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by 9-1-1 Entity. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to CSEC or 9-1-1 Entity, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

As applicable, Contractor, as a bidder or proposer, agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while the offer is valid and throughout the period of any contract that may arise from the offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award, or have an existing agreement with a Texas 9-1-1 Entity funded in whole or in part with federal funds, exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any**

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (I), Contractor certifies and agrees as follows:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). In the event Contractor applies or bids for an award, or has an existing contract with a 9-1-1 Entity, exceeding \$100,000 shall complete on company letterhead and file the required certification (Appendix A). Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

**(J) Per 2 C.F.R. § 200.323 Procurement of Recovered Materials** -- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (J), Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

**(K) Per 2 C.F.R. § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** -- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, **covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).**
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, **video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).**
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.



(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, **reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.**

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also 2 C.F.R. § 200.471.

**Additional/Supplemental Provision:** If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (K), Contractor agrees as follows:

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

- Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  
- Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
  - i. *Are not used* as a substantial or essential component of any system; *and*
  - ii. *Are not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**(L) Per 2 C.F.R. § 200.322 Domestic Preferences for Procurements** – (a) As appropriate and to the extent consistent with law, the non-Federal entity does, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials by Contractor produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The preceding

preference must be included by Contractor in any subcontracts or other agreements entered into as part of providing property and services to the non-Federal entity.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (L), Contractor agrees as follows:

**Domestic Preference for Procurements.**

(a) As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(M) Per 2 C.F.R. § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Additional/Supplemental Provision: If not already Addressed, Contractor agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (M), Contractor agrees as follows:

If Contractor subcontracts any portion of the delivery or providing of property and services to 9-1-1 Entity, Contractor agrees to make good-faith, reasonable efforts to take the affirmative steps provided in 200.321(b)(1) – (5).

## CERTIFICATION

By executing this Certification, Contractor certifies or affirms the truthfulness and accuracy of each statement of this Certification, including, without limitation, Contractor's agreement to comply with applicable Additional/Supplemental Provisions and any disclosures when 9-1-1 Entity expends federal funds for any contract or other form of agreement including purchase order. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this Certification.

<b><u>CONTRACTOR:</u></b>
<u>Contractor Name</u>
<u>Signature of Authorized Official</u>

Printed Name of Authorized Official

Title of Authorized Official

Date

APPENDIX A -- Place on Company Letterhead

44 C.F.R. PART 18  
CERTIFICATION REGARDING LOBBYING

Federal Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned, on behalf of \_\_\_\_\_ [Company], certifies to the best of his or her knowledge that:

- 1. No Federal appropriated funds received from Texas 9-1-1 Entity have been paid or will be paid, by or on behalf of the undersigned Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Company's contract or other form of agreement with Texas 9-1-1 Entity, the awarding by 9-1-1 Entity of any contract or other form of agreement funded in whole or in part with Federal appropriated funds, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds received from Texas 9-1-1 Entity have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Company's contract or other form of agreement with Texas 9-1-1 Entity; the awarding by 9-1-1 Entity of any contract or other form of agreement funded in whole or in part with Federal appropriated funds; or a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (<https://www.grants.gov/web/grants/forms/sf-424-family.html>).
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Please check the appropriate box:

No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

Or

Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
(Type or Print Name of Company)

By: \_\_\_\_\_  
(Type or Print Name of Company's Authorized Official and Title)

\_\_\_\_\_  
(Signature of Company's Authorized Official)

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

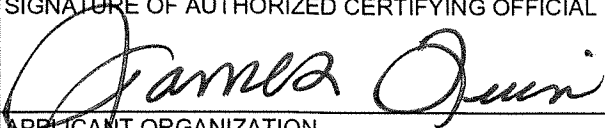
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

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

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

- 1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Administrator
APPLICANT ORGANIZATION City of Hutchins	DATE SUBMITTED 4.11.2024



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

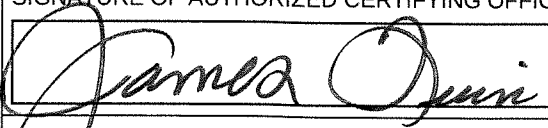
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	City Administrator
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Hutchins	4.11.2024

SF-424D (Rev. 7-97) Back



From the Office of the  
City Administrator  
James W. Quin  
Phone: 972/225-6121

### BYRD ANTI-LOBBYING CERTIFICATION

The City of Hutchins (undersigned) certifies, to the best of our knowledge and belief, that:

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

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

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

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

Please check the appropriate box:



**No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.**

Or



Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

May 2, 2024

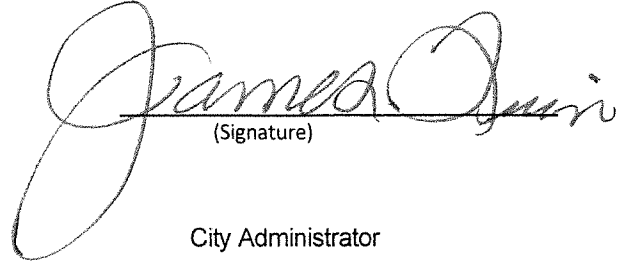
\_\_\_\_\_

(Date)

James Quin

\_\_\_\_\_

(Typed or Printed Name)

A handwritten signature in black ink that reads "James Quin". The signature is written in a cursive style with a large, looping initial "J".

\_\_\_\_\_

(Signature)

City Administrator

\_\_\_\_\_

(Title)



**COMMISSION ON STATE  
EMERGENCY COMMUNICATIONS**



**Next Generation 9-1-1 Fund**

**CSEC – TEXAS 9-1-1 ENTITY  
SUBRECIPIENT SUBAWARD GRANT  
CONTRACT**

(Rev'd 01/24/24)

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## SECTION 1: INTRODUCTION

THIS CSEC – TEXAS 9-1-1 ENTITY SUBRECIPIENT SUBAWARD GRANT CONTRACT,<sup>1</sup> including all appendices, attachments, exhibits, and any other referenced documents (collectively, the “Contract”), is made and entered by and between the Commission on State Emergency Communications (“CSEC” or “Commission”), a state agency having its principal offices at 1801 N. Congress Avenue, Suite 11.100, Austin, Texas 78701, and (City of Hutchins) Hutchins Police Department a Texas 9-1-1 Entity<sup>2</sup> with its principal place of business at 550 W. Palestine St. Hutchins TX, 75141. If 9-1-1 Entity(ies) is represented by an authorized agent representative, the authorized representative’s name is James Quin, with its principal place of business at 321 N. Main St. Hutchins, TX 75141.

If authorized representative represents more than one 9-1-1 Entity, each represented entity and its principal place of business is included above. By executing this Contract, the authorized representative represents that it has the requisite authority or has obtained the requisite authority to bind the 9-1-1 Entity(ies) to the terms and conditions of this Contract to the same extent as if each 9-1-1 Entity executed the Contract. The term “Subrecipient” refers to the 9-1-1 Entity(ies) and, as applicable, its authorized representative. The terms “Party” and “Parties” refers to the Commission and the Subrecipient individually and collectively unless the context clearly indicates otherwise.

This Contract does not exhaustively address all federal regulations applicable to Subrecipient and its Next Generation 9-1-1 Service Project (“NG9-1-1 Grant Project”). Subrecipient warrants that prior to completing and executing the Contract that it independently reviewed and informed itself of the requirements applicable to it as a Subrecipient including the U.S. Department of Treasury’s (“Treasury”) Coronavirus State and Local Fiscal Recovery Fund regulations (the [Final Rule](#) at [31 C.F.R. Subtitle A, Part 35, Subpart A](#)), [Overview of Final Rule](#), [Final Rule: Frequently Asked Questions](#), [Compliance and Reporting Guidance](#); and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ([2 C.F.R. Subtitle A, Chapter II, Part 200](#)) (the “Uniform Guidance”).

## SECTION 2: INDUCEMENTS

In March 2021 Congress enacted the [American Rescue Plan Act of 2021](#) (“ARPA”), including Subtitle M – Coronavirus State and Local Fiscal Recovery Funds (“CSFRF” [42 U.S.C. § 802 et. seq.](#)). ARPA appropriated \$219 billion to States, territories, and Tribal governments to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease and pandemic (“COVID–19”).

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<sup>1</sup> 2 C.F.R. § 200.1:

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

(Emphasis added.)

<sup>2</sup> “Texas 9-1-1 Entity” means a Regional Planning Commission as defined in Health and Safety Code § 771.001(10) to the extent it provides access to “9-1-1 service” as defined in § 771.001(6), or an Emergency Communication District as defined in § 771.001(3). A “Texas 9-1-1 Entity” is synonymous with the term “9-1-1 administrative entity” as defined in Public Utility Commission of Texas rule 26.5(280).

In May 2021, the Texas Legislature passed [House Bill 2911](#) (“HB 2911”) amending Health and Safety Code Chapter 771 to establish September 1, 2025, as the target date for “all parts of the state [to] be covered by next generation 9-1-1 service.” HB 2911 includes new Health and Safety Code § 771.0713 creating the Next Generation 9-1-1 Fund (“NG9-1-1 Fund”) and authorizing it to be funded with “Coronavirus State and Local Fiscal Recovery Funds under Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) or from any other federal governmental source for purposes of this chapter.”

In October 2021, and per rulemaking authority provided in HB 2911, the Comptroller of Public Accounts adopted rule [34 Tex. Admin. Code § 5.408](#) designating the Commission as the administrator of the NG9-1-1 Fund.

At its November 16, 2021, open meeting, the Commission designated to its Executive Director the “authority to administer the Next Generation 9-1-1 service fund created by HB 2911.”

In November 2021, the Texas Legislature passed [Senate Bill 8 \(3rd Special Session\)](#) (“SB 8”). SB 8 Section 30 appropriates \$150 million CSFRF funds to the NG9-1-1 Fund “for the deployment and reliable operation of next generation 9-1-1 service, including equipment and administration costs, during the two-year period beginning on the effective date of this Act from money received by this state from the Coronavirus State Fiscal Recovery Fund.” Per Section 51, funding of the NG9-1-1 Fund is provided:

[I]n accordance with 42 U.S.C. Section 802(c)(1)(C), which allows money from the Coronavirus State Fiscal Recovery Fund to be used to provide government services to the extent of a reduction in the revenue of a state government caused by the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the state government that ended before that emergency.

Per Health and Safety Code § 771.0713(f), all money in the NG9-1-1 Fund must be distributed by August 31, 2024, and be spent by December 31, 2026. (For more information see *infra*. Period of Performance.) Per subsection 771.0713(g), section 771.0713 creating the NG9-1-1 Fund expires on December 31, 2028.

On April 6, 2022, following submission by the Commission of a grant application, the Office of the Governor (“OOG”) awarded the Commission \$150 million in CSFRF funds per SB 8.<sup>3</sup> By the terms of the award:

CSEC is responsible for ensuring compliance with all federal and state laws and guidance from the United States Department of the Treasury, including, but not limited to, as reflected in the Coronavirus State Fiscal Recovery Fund terms and conditions agreed to by CSEC in eGrants. In addition, to the extent any of these funds are not used, or to the extent another source of funds becomes available, please return these funds to the Office of the Governor.

On April 14, 2022, the Commission’s Executive Director accepted the OOG’s terms and conditions agreement “applicable to payments distributed in the form of grants to state agencies or local units of governments from the Coronavirus State Fiscal Recovery Fund.”<sup>4</sup> (To the extent applicable to a

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<sup>3</sup> OOG Notice of Award to the Commission (April 6, 2022).

<sup>4</sup> OOG Coronavirus State Fiscal Recovery Fund Terms and Conditions Agreement.

Subrecipient, the OOG’s terms and conditions of the Commission’s Award are incorporated herein by reference.)

May 17, 2022, the Commission voted to allocate the NG9-1-1 Fund to 70 (out of 77) Texas 9-1-1 Entities expressing interest in applying for a Subrecipient grant award.

In May 2023, the Texas Legislature passed [House Bill 3290](#) (88<sup>th</sup> Legislative Regular Session) (“HB 3290”). HB 3290 extends the period of performance for funds to be spent via SB8 – CSFRF from December 31, 2024, to December 31, 2026.

In October of 2023, Subrecipient submitted to the Commission its Grant Application (the “Application,” the final accepted version of which—including as amended and approved by the Commission—is incorporated herein by reference).

NOW, THEREFORE, in consideration of the inducements, mutual promises and covenants contained herein, and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission and Subrecipient agree as follows:

**SECTION 3: CONTRACT DOCUMENTS, ORDER OF PRECEDENCE**

3.1 Contract Documents. The documents comprising the Contract are as follows (all of which are incorporated by reference unless otherwise specified):

1. The Contract (this document including Attachments);
2. Subrecipient’s Approved Grant Application as amended (collectively, the “Grant Application”) consisting of:
  - a. 9-1-1 Entity Application Checklist;
  - b. Appendix A 9-1-1 Entity Certification;
  - c. Federal Forms SF-424, SF-424B, SF-424D, CD-511, and SF-LLL (if applicable);
  - d. Applicant Project Plan;
  - e. Applicant Budget Plan;
  - f. Applicant’s Uniform Guidance – Procurement Standards Compliance; Worksheet(s);
3. The Commission’s grant application to the Office of the Governor (“OOG”);
4. OOG Award to the Commission (April 6, 2022, letter); and
5. OOG’s Coronavirus State Fiscal Recovery Fund Terms and Conditions Agreement (accepted by the Commission on April 14, 2022). For purposes of the Contract, “Grantee” refers to Subrecipient; “OOG” refers to the Commission; and “Parties” refers to Subrecipient and the Commission. (Incorporated herein as Attachment 1.)

3.2 Order of Precedence. In the event of a conflict between the documents comprising the Contract, the order of precedence is: OOG documents (including Commission grant application and Terms and Conditions agreement); the Contract; and Subrecipient’s Approved Grant Application (as amended).

**SECTION 4: EFFECTIVE DATE, CONTRACT TERM, PERIOD OF PERFORMANCE**

4.1 Effective Date and Contract Term. The Contract is effective as of the date of the last Party signature on the Contract (the “Effective Date”). The term of the Contract is from the Effective

Date until the earlier of Subrecipient’s completion of its Commission-approved NG9-1-1 Grant Project or the end of the Period of Performance (the “Contract Term”). Notwithstanding the preceding, the Contract expires no later than December 31, 2026, which is 90 days after the end of the Period of Performance. Per the Liquidation Period (Subsection 19.3) all requests for reimbursement must be submitted to the Commission by no later than October 16, 2026.

4.2 Period of Performance. **Per SB 8 and HB 3290 the Period of Performance begins on November 8, 2021, (effective date of SB 8) and runs through December 31, 2026 (the “Period of Performance”).** Only eligible costs incurred during the Period of Performance are eligible for reimbursement. **NOTES:** (1) Per OOG direction, the Commission’s funding of Subrecipient grant awards is on a reimbursement basis. (2) Per OOG direction, the Commission and Subrecipients must receive all goods and services by no later than December 31, 2026.

4.2.1 Per HB 2911, SB 8, and specifically the OOG’s Award to the Commission, “the Office of the Governor understands that this appropriation shall be distributed not later than December 31, 2024, and the money distributed shall be spent not later than December 31, 2026, for, as authorized by other law, the deployment and reliable operation of next generation 9-1-1 service, including equipment and administration costs.”

4.2.2 Subrecipient is precluded from seeking reimbursement for any costs before or after the Period of Performance; and the Commission is precluded from reimbursing Subrecipient for any costs incurred before or after the Period of Performance. To the extent procured in compliance with the Uniform Guidance as documented in Subrecipient’s Grant Application (specifically, the Uniform Guidance Procurement Compliance Worksheet(s)), Subrecipient may utilize the contract or other form of agreement resulting from a procurement conducted prior to the Period of Performance. Reimbursable costs under such a pre-Period of Performance procurement are limited to incurred costs for which 9-1-1 Entity became obligated to pay during the Period of Performance.

4.2.2.1 By way of example: Subrecipient conducts a Uniform Guidance compliant procurement resulting in a six-year award beginning on January 1, 2020, and expiring on December 31, 2025. Only those eligible costs for which Subrecipient became obligated to pay for during the Period of Performance are eligible for reimbursement. Pre-payment by Subrecipient is authorized and eligible for reimbursement only for goods and services actually received during the Period of Performance.

4.2.3 Per [2 C.F.R. § 200.1](#) the Period of Performance “means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per [§ 200.211\(b\)\(5\)](#) does not commit the awarding agency to fund the award beyond the currently approved budget period.” Period of Performance means the time during which the Subrecipient may incur new obligations to carry out the work authorized under the Contract.

4.2.4 Per the Final Rule, the federal Period of Performance is March 1, 2021, through December 31, 2026; with all costs incurred (*i.e.*, obligated) by no later than December 31, 2024.

## SECTION 5: SUBAWARD

- 5.1 The Commission makes a Subaward of appropriated CSFRF funds in the NG9-1-1 Fund in the not to exceed amount of **\$699,123.23**. The Subaward amount equals the total of all eligible costs (including to the extent applicable Subrecipient’s internal direct and indirect costs) as provided in Subrecipient’s Budget Plan.
- 5.2 As of the Contract Effective Date, and per the requirements for pass-through entities applicable to the Commission ([2 C.F.R. § 200.332](#)), Subrecipient’s required information is as follows. (For information not available, the Commission and Subrecipient have provided the best information available.)
  - 5.2.1 Subrecipient name (which must match the name associated with its unique entity identifier): **City of Hutchins**.
  - 5.2.2 Subrecipient's unique entity identifier: **CBN7RXMGJGM7**.
  - 5.2.3 Federal Award Identification Number (FAIN): **020-1892**.
  - 5.2.4 Federal Award Date of award to Texas by the U.S. Department of Treasury (see the definition of Federal award date in [2 C.F.R. § 200.1](#)): **March 11, 2021**.
  - 5.2.5 Subaward Period of Performance Start and End Date: **November 8, 2021, – December 31, 2026**.
  - 5.2.6 Subaward Budget Period Start and End Date: \_\_\_\_\_ (Must be within the Period of Performance.)
  - 5.2.7 Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: **Same as the amount listed in section 5.1**.
  - 5.2.8 Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: **\$1,379,045.00**.
  - 5.2.9 Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): **CS-Coronavirus State Fiscal Recovery Fund**.
  - 5.2.10 Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: **U.S. Dept. of Treasury; Commission on State Emergency Communications, Andrew Friedrichs andrewf@csec.texas.gov**.
  - 5.2.11 Assistance Listings Number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement: **21.027, Coronavirus State and Local Fiscal Recovery Funds**.
  - 5.2.12 Identification of whether the award is for R&D: **No**.
  - 5.2.13 Indirect cost rate for the Subaward (including if the de minimis rate is charged) per 2 C.F.R. § 200.414): \_\_\_\_\_ **N/A**.
- 5.3 If Subrecipient information in §§ 5.1 – 5.2 changes, to the extent required, Subrecipient will submit a Grant Application amendment (Section 6) to the Commission for consideration and approval. Otherwise, Subrecipient will within ten (10) business days update and notify the Commission of the changes in writing and specifically reference Section 5: Subaward. Once approved or confirmed by the Commission, any changes by Subrecipient to the information in Section 5 is incorporated herein by reference and without re-executing the Contract.

## SECTION 6: GRANT APPLICATION

- 6.1 Subrecipient’s approved Grant Application contains the specifics of Subrecipient’s NG9-1-1 Grant Project including Project Plan broken out by subprojects, allocation of Subrecipient’s grant award across the eligible cost categories by subproject—the Budget Plan; and Subrecipient’s Federal Uniform Guidance Procurement Standards Compliance Worksheets—the Compliance Worksheet(s) for each subproject involving an existing contract or future procurement funded in whole or in part with CSFRF funds.
- 6.2 Subrecipient’s NG9-1-1 Grant Project has integrated telecommunications services involved in the implementation and delivery of Next Generation 9-1-1 Service. “Integrated telecommunications services” means “one or more elements of the provision of multiple 911 systems’ or PSAPs’ infrastructure, equipment, or utilities, such as voice, data, image, graphics, and video network, customer premises equipment (such as consoles, hardware, or software), or other utilities, which make common use of all or part of the same transmission facilities, switches, signaling, or control devices (e.g., database, cybersecurity).”
- 6.3 Subrecipient’s hardware, software, and services included in its NG9-1-1 Grant Project substantially comply with current NG911 standards. Subrecipient’s purchase of hardware, software, and/or services comply with current NG911 standards listed in the Department of Homeland Security’s SAFECOM guidance.<sup>5</sup> Each individual product, however, need not meet every listed standard. Individual products only need to meet the relevant standard(s) within the list of standards in the Department of Homeland Security’s SAFECOM Guidance.
- 6.4 Subrecipient is obligated to keep its Grant Application current. Proposed changes to Subrecipient’s grant application, specifically its Project Plan, Budget Plan, and Compliance Worksheet(s), must be submitted to the Commission as a Grant Application Amendment and voted upon by the Commission at an open meeting. Subrecipient is precluded from taking any action to implement the changes proposed in a Grant Application Amendment until approved by the Commission.
- 6.5 Subrecipient’s failure to submit a Grant Application Amendment or implementing non-approved changes to its Grant Application constitute material changes to the Contract and may result in termination of the Contract or other action by the Commission including requiring a Subrecipient Corrective Action Plan. A material change by Subrecipient relieves the Commission of any obligation to perform with respect to the material change but does not void the Contract.
- 6.6 The Commission meets in open meeting every other month starting in September. Information about upcoming Commission meetings can be found on the Commission’s website at: [CSEC Home](#).

## SECTION 7: PROCUREMENTS

Subrecipient’s Uniform Guidance – Procurement Standards Compliance Worksheet(s), included in Subrecipient’s Grant Application, describe in detail the procurements associated with Subrecipient’s NG9-1-1 Grant Project on a subproject-by-subproject basis. Subrecipient must submit a Grant Application amendment (Section 6) to obtain Commission approval of any changes to Subrecipient’s Grant Application, including to its Compliance Worksheet(s).

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<sup>5</sup> 47 U.S.C. 942(a)(1). See also Department of Homeland Security’s Cybersecurity & Infrastructure Security Agency, *SAFECOM Guidance on Emergency Communications Grants*,” at Appendix B – Technology and Equipment Standards, 911 Systems (Fiscal Year 2021, as amended), available at [https://www.cisa.gov/sites/default/files/publications/FY%202021%20SAFECOM%20Guidance\\_Final\\_508.pdf](https://www.cisa.gov/sites/default/files/publications/FY%202021%20SAFECOM%20Guidance_Final_508.pdf).

7.1 Per the White House Office of Management and Budget’s [Compliance Supplement \(2 CFR Part 200, Appendix XI - Apr. 2022\)](#) (the “Compliance Supplement” as revised):

Procurement Recipients may use award funds to enter into contracts to procure goods and services necessary to implement one or more of the eligible purposes outlined in sections 602(c) and 603(c) of the Act and Treasury’s Interim Final Rule and Final Rule. As such, recipients are expected to have procurement policies and procedures in place that comply with the procurement standards outlined in the Uniform Guidance. Specifically, a state must follow the same policies and procedures it uses for procurements from its non-federal funds and comply with 2 CFR sections 200.321, 200.322, and 200.323. States must also ensure that every contract includes the applicable contract clauses required by 2 CFR section 200.327. All other entities under the program, including subrecipients of a state, must follow the procurement standards in 2 CFR sections 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR section 200.320.<sup>6</sup>

7.2 General Procurement Standards. Federal general procurement standards require, in part, that all procurement transactions must be conducted in a manner providing full and open competition. The preceding requirement is not applicable to procurements that are eligible to be done under federal “simplified acquisition procedures,” which refers to acquisitions of Subrecipient must have and use its own documented procurement procedures which reflect applicable state and/or local laws and regulations. Federal procurement standards require, however, that Subrecipient’s procurement procedures must conform to applicable federal law, including [2 C.F.R. Part 200](#), specifically including 2 C.F.R. §§ 200.318 – 200.327.<sup>7</sup>

7.3 Pre-Contract Effective Date Costs. To be considered an eligible cost incurred prior to the Contract Effective Date, the cost must be for an authorized Period of Performance pre-award cost defined in [2 C.F.R. § 200.458](#) to the extent such costs would have been allowable if incurred after the

<sup>6</sup> *Compliance Supplement* at pg. 4-21.027-6 (emphasis added).

<sup>7</sup> Procurement Standards (§§ 200.318 - 200.327):

§ 200.318	<a href="#">General procurement standards.</a> • Note: Notwithstanding local procurement requirements, Subrecipient procurements must “conform to applicable Federal law and the standards identified in this part.”
§ 200.319	<a href="#">Competition.</a>
§ 200.320	<a href="#">Methods of procurement to be followed.</a>
§ 200.321	<a href="#">Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</a>
§ 200.322	<a href="#">Domestic preferences for procurements.</a>
§ 200.323	<a href="#">Procurement of recovered materials.</a>
§ 200.324	<a href="#">Contract cost and price.</a>
§ 200.325	<a href="#">Federal awarding agency or pass-through entity review.</a>
§ 200.326	<a href="#">Bonding requirements.</a>
§ 200.327	<a href="#">Contract provisions.</a> See <a href="#">Appendix II to Part 200.</a>

Contract Effective Date. Notwithstanding the preceding, only costs for which the obligation to pay (*i.e.*, receipt of the goods or services) arises during the Period of Performance are eligible for reimbursement.

- 7.4 Competitive Procurements. Per Federal regulations, Subrecipient is a “local government” and a “non-Federal entity.” Accordingly, and per 2 C.F.R. § 200.318, Subrecipient **“must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in [200.318 – 200.327].”** (Emphasis added.) Federal regulation [2 C.F.R. § 200.317](#) provides in relevant part: “All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in [§§ 200.318](#) through [200.327](#).”
- 7.5 Subrecipient’s compliance with federal Procurement Standards is documented in Subrecipient’s Grant Application.
- 7.6 Micro Purchase Procedures. Per [2 C.F.R. § 200.320\(a\)\(1\)](#), the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold of \$10,000 may be awarded without soliciting competitive price or rate quotations if the Subrecipient considers the price to be reasonable based on research, experience, purchase history or other information and documents its files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved in advance by the Commission. To the maximum extent practicable, Subrecipient should distribute micro-purchases equitably among qualified suppliers.
- 7.7 Small Purchase Procedures. The federal regulations allow the use of “small purchase procedures” for purchases that do not cost more than the “Simplified Acquisition Threshold,” currently \$250,000. Per regulation [2 C.F.R. § 200.320\(b\)](#):

Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, [supplies](#), or other [property](#) that do not cost more than the [Simplified Acquisition Threshold](#). **If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.**

- 7.8 Single/Sole Source Procurements. In the event Subrecipient’s Compliance Worksheet(s) includes single/sole source purchase(s), or after soliciting a number of sources determines competition is inadequate, Special Documentation Requirements are applicable. (For purposes of the Contract, “single source”, also referred to as sole source, means a contract for or a purchase of goods or services that is entered into or made by Subrecipient after soliciting and negotiating with only one source.) **(NOTE:** A preference for a particular “brand,” including when the brand [or current vendor provided services] is what the Subrecipient currently utilizes, does not constitute justification for single/sole source procurement.

  - 7.8.1 Single/Sole Source Procurement Special Documentation Requirements. To the extent Subrecipient’s approved Grant Application includes single/sole source procurement(s), Subrecipient must comply with [48 C.F.R. § 13.501](#) Special documentation requirements.

- 7.9 Cooperative Purchase Programs/Procurements. Compliance with federal procurement standards remains Subrecipient’s responsibility including when procuring through a cooperative purchase program. A cooperative purchase/procurement refers to a procurement in which an entity other than the Subrecipient conducted the competitive procurement that resulted in the awarded vendor’s, or vendors’, products and/or services being included in the procuring entity’s catalogue



or equivalent thereof. For more information on utilizing a cooperative purchase program, see Subrecipient’s Grant Application, including Uniform Guidance – Procurement Standards Compliance Worksheet(s).

## SECTION 8: GENERAL TERMS AND CONDITIONS

- 8.1 The Commission is the applicant for the CSFRF funded NG9-1-1 Fund via the OOG’s eGrants portal. Except as otherwise expressly provided, for all purposes of this Contract and the NG9-1-1 Fund, the Commission has delegated its authority to its Executive Director.
- 8.2 It is the specific intent of this Contract to extend to Subrecipient the rights, benefits, and obligations of state, local, and federal requirements related to the CSFRF, including those of the OOG in Coronavirus State Fiscal Recovery Fund Terms and Conditions incorporated herein and made applicable to Subrecipient for all purposes (Attachment 1).
- 8.3 Per the Final Rule, the requirements of [2 C.F.R. Subtitle A, Chapter II, Part 200](#), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Post Federal Award Requirements ([2 C.F.R. Subpart D](#))<sup>8</sup> and applicable Cost Principles ([2 C.F.R. Subpart E](#)) govern the implementation and management of Subrecipient’s Subaward.
- 8.4 The Commission and Subrecipient are each a “non-Federal entity,” defined in [2 C.F.R. § 200.1](#) as a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.
- 8.5 For purposes of this Contract, the Commission is a “pass-through” entity as defined in [2 C.F.R. § 200.1](#).
- 8.6 Subrecipient is a “local government” as defined in [2 C.F.R. § 200.1](#).
- 8.7 Subrecipient is a “subrecipient” as defined in [2 C.F.R. § 200.1](#) and as determined and classified by the Commission per [2 C.F.R. § 200.331](#). Subrecipient is not a “contractor” as determined and classified by the Commission per [2 C.F.R. § 200.331](#).
- 8.8 By this Contract, the Commission makes a “Subaward” as defined in [2 C.F.R. § 200.1](#) to Subrecipient. This Contract constitutes the Subaward legal agreement referenced in the preceding federal regulation.
- 8.9 In addition to any specific contract management and oversight duties and responsibilities specified in this Contract, the Commission shall have the right to exercise grant administration over Subrecipient’s NG9-1-1 Grant Project. The Commission may delegate all or part of its contract management and grant administration responsibilities to a third party and/or Commission contract staff.
- 8.10 For all procured “equipment,” as defined in [2 C.F.R. § 200.33](#), Subrecipient will take title to, use, manage, and dispose thereof in accordance with [2 C.F.R. § 200.313](#), including sufficient equipment management procedures and property records in compliance with [2 C.F.R. § 200.313\(d\)](#).
- 8.11 **Dispute Resolution.** The Parties’ representatives will meet as needed to implement the terms of this Contract and will make a good faith attempt to informally resolve any disputes. Notwithstanding any other provision of this Contract to the contrary, unless otherwise requested or approved in writing by the Commission, the Subrecipient grantee shall continue performance and is not excused from performance during the period any breach of Contract claim or contract dispute is pending. The dispute resolution process provided in Chapter 2260, Texas Government

<sup>8</sup> Procurement standards applicable to Subrecipient are in [2 C.F.R. §§ 200.318 – 200.327](#).

Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the Commission and Subrecipient to attempt to resolve any claim for breach of contract made by the Subrecipient that cannot be resolved in the ordinary course of business. The dispute resolution process is not applicable to Grant Application Amendments or Reimbursement Disputes.

- 8.12 Waiver of Authority. It is the general intent of the Commission not to waive any of the provisions in this Contract. Under extraordinary circumstances, however, the Commission’s Executive Director may at her sole discretion and upon her own initiative or when requested by Subrecipient, may waive a provision in this Contract that is discretionary and not mandated by ARPA, other applicable law including the Uniform Guidance, or applicable ARPA regulations including the Final Rule. Any request by Subrecipient for a waiver must set forth the extraordinary circumstances for the request.
- 8.13 The Commission is not liable to Subrecipient or any third-party for any costs incurred by Subrecipient. The Commission’s sole financial responsibility is to fund, on a reimbursement basis only, Subrecipient’s Subaward to the extent of its eligible uses/costs incurred during and for goods and services received during the Period of Performance.
- 8.14 The Texas Grant Management Standards (“[TxGMS](#)”) applies to the Contract and is incorporated herein by reference.

**SECTION 9: ELIGIBLE USES AND ELIGIBLE COSTS**

- 9.1 Eligible Uses. Per ARPA, the Final Rule, and the OOG’s terms and conditions of the Commission’s Award, the Subaward may only be used to reimburse Subrecipient for the providing of government services to the extent of the reduction in revenue experienced by the State of Texas due to the pandemic. Per the Final Rule, government services includes “the provision of police, fire, and other public safety services.” For purposes of the Subaward and Contract, government services public safety refers specifically to, and is limited to, the deployment and reliable operation of Next Generation 9-1-1 Service, including equipment and administration costs.
- 9.2 Eligible Costs. The following categories of NG9-1-1 Fund eligible costs are from the Federal Communications Commission's (FCC) Task Force on Optimal Public Safety Answering Point (TFOPA) Working Group 2 Supplemental Report:
  - 9.2.1 Network (NG9-1-1 ESInet): Internet Protocol-based, digital networking is the backbone required to support NG9-1-1 service. Also known as an NG9-1-1 Emergency Services Internet Protocol Network. NG9-1-1 ESInet connects next generation core services (NGCS, see below) to the more than 500 public safety answering points (PSAPs) in Texas's 254 counties.
  - 9.2.2 9-1-1 Call Routing & Location: May be provisioned within or separately from NGCS (see below); varies by NG9-1-1 solution provider. Includes Software, GIS databases, IP switches, and services required to route 9-1-1 calls to the correct PSAP for assistance and dispatch of emergency response.
  - 9.2.3 Geographic Information System (GIS): Mapping data is required to validate a caller's location and route the call to the correct PSAP. Displays location of caller on dispatch map; provides X, Y and Z location coordinates to guide emergency response.
  - 9.2.4 Next Generation 9-1-1 Core Services (NGCS): The base set of services needed to receive and process a 9-1-1 call on an ESInet. Receives call from originating service provider; processes data received with call and data provisioned into the system (GIS/call routing); determines and routes call to correct PSAP with embedded location

information that can be displayed on a map at the PSAP for dispatch of emergency response.

- 9.2.5 PSAP 9-1-1 Call Handling Systems and Applications: Call handling equipment hardware and/or software that simultaneously receives voice calls and related location data from NGCS at the PSAP and displays the caller's location and other data on a map along with other contextual data that informs dispatch such as the available first responder agencies for each particular location, i.e., Fire, Law, EMS. Mission critical hardware and software requires planned maintenance and upgrades, and reconfiguration for text to 9-1-1. May also include computer aided dispatch equipment and site electrical work.
  - 9.2.6 Security: NG9-1-1 is a connected IP-based system. Dedicated resources are required to implement, maintain and monitor the security of the NG9-1-1 system to protect critical infrastructure and sensitive data. Costs include administration and governance of security policies; services to maintain and monitor NG9-1-1 systems; and services to conduct cybersecurity assessments and remediate/mitigate risks on a planned and continual basis.
  - 9.2.7 Operations: 9-1-1 Entities require staffing to support IT and IP-based systems and may include engineering and specially trained subject matter experts; and administration and/or grant management expertise for financial oversight and reporting.
  - 9.2.8 Operational Planning: Local, regional, and statewide planning required to design and implement the new NG9-1-1 services across the state by 2025; and to ensure that the systems are interconnected, interoperable, and can support alternate call routing, answering, and dispatch in cases of natural or manmade disasters.
  - 9.2.9 Other: E.g., emergency call tracking system (ECaTS); travel.
- 9.3 Administrative Costs. To the extent applicable to Subrecipient and reflected in its Grant Application (Section 5), Eligible Uses in the preceding section includes Subrecipient internal direct costs and indirect costs. For additional information see Direct and Indirect (F&A) Costs [2 C.F.R. §§ 200.412 - 200.415](#) or contact the Commission's Federal Grant Manager.
- 9.3.1 Standards for Documentation of Personnel Expenses. To the extent Administrative Costs are included, Subrecipient's costs for salaries and wages must align with [2 C.F.R. § 200.430\(i\)](#) and be based on records that must (1) accurately reflect the work performed for which reimbursement is requested; and (2) be supported by a system of internal controls which provide reasonable assurance that charges for Subrecipient's personnel expenses are accurate, allowable, and properly allocated.
  - 9.3.2 Indirect Costs. Reimbursable per Subrecipient's negotiated indirect cost rate agreement or de minimis ten percent (10%) authorized by ARPA and the Final Rule.
  - 9.3.3 Internal Direct Costs. Reimbursable to the extent supported by adequate documentation of internal personnel (including contract staff/personnel) time and effort ("T&E"). (See Section 14.)
- 9.4 Pre-Subaward Costs. Subrecipient warrants and represents that for any existing contract or procurement begun prior to the Contract Effective Date and/or the start of the Period of Performance that the procurement was conducted in accordance with the Contract and the Grant Application (Section 5), including federal regulations. **IMPORTANT NOTE**: Reimbursable costs are limited to those costs for goods and services received during the Period of Performance and included in Subrecipient's Grant Application.

9.5 Consistent Treatment. All Subrecipient costs incurred for the same purpose must be treated consistently by Subrecipient in like circumstances.

## SECTION 10: INELIGIBLE COSTS

Ineligible costs include those costs that are unallowable under federal cost principles in [2 C.F.R. Part 200, Subpart E](#) and costs not identified in Subrecipient’s Grant Application.

## SECTION 11: COST PRINCIPLES

- 11.1 Subrecipient is responsible for the efficient and effective administration of the Subaward through the application of sound management practices. Subrecipient assumes responsibility for administering the Subaward in a manner consistent with this Contract, including applicable federal laws and regulations. Subrecipient will only be reimbursed for costs for eligible uses consistent with the federal cost principles in [2 C.F.R. Part 200, Subpart E](#). For selected items of cost see 2 C.F.R. §§ 200.420 – 200.476.
- 11.2 In recognition of its unique combination of staff, facilities, and experience, Subrecipient has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Subaward. The application of federal cost principles should require no significant changes in the internal accounting policies and practices of Subrecipient. Subrecipient’s accounting practices, however, must be consistent with federal cost principles and support the accumulation of costs as required by the principles, and must provide for adequate documentation to support costs charged to the Subaward.
- 11.3 Unallowable Costs. Per [2 C.F.R. § 200.410](#), reimbursements to Subrecipient for costs determined to be unallowable by the federal awarding agency (*i.e.*, Treasury), the OOG, auditors, or the Commission’s Executive Director must be refunded (including interest) to the Commission in accordance with [instructions](#) from the entity that determined the costs are unallowable. See also [§§ 200.300](#) through [200.309](#).
- 11.4 Program Income. Subrecipient’s Subaward should not generate “program income” as defined [2 C.F.R. § 200.80](#) because funding of the Subaward is on a reimbursement basis. Notwithstanding, in the event Subrecipient generates program income, per [2 C.F.R. § 200.307\(e\)](#), such income must be deducted from total eligible costs for eligible uses to determine the net allowable costs. With the prior approval of the Commission, program income may be deemed “addition” income and added to the amount of Subrecipient’s Subaward. Notwithstanding anything in this subsection, Subrecipient’s Subaward will be funded entirely on a reimbursement basis. Subrecipient may not earn or keep any gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of its Subaward, *i.e.*, program income, without the prior approval of the Commission.

## SECTION 12: COST SHARING/MATCH

The CSFRF, including Final Rule, does not require cost sharing, also known as matching. In accordance with [2 C.F.R. § 200.1](#), cost sharing/match means the portion of project costs not paid (reimbursed) by Federal Funds or contributions.

## SECTION 13: FUNDING OF SUBAWARD AND FINANCIAL MANAGEMENT

- 13.1 Funding of Subaward. The Commission's funding of Subrecipient's Subaward will be done no more than once a month during the Contract Term. The Commission's funding of the Subaward will be provided on a reimbursement only basis and is contingent upon: (1) Subrecipient's continuous compliance (Section 18); (2) Subrecipient providing sufficient documentation detailing its incurred costs and that such costs were Eligible Costs; and (3) Subrecipient has paid the total cost of the goods and services for which it is seeking reimbursement. (See Section 14: Request for Reimbursement for details.)
- 13.2 Financial Management. Subrecipient will manage its Subaward in accordance with the requirements in [2 C.F.R. § 200.302](#) Financial Management.

## SECTION 14: REQUEST FOR REIMBURSEMENT

- 14.1 Request for Reimbursement. To request reimbursement, Subrecipient must complete the Commission's Request for Reimbursement (Attachment 2), attach the appropriated supporting documentation, and be sent to the Commission's Federal Grant Manager. The Commission may change the request for reimbursement format as deemed appropriate, and Subrecipient will implement such changes as soon as reasonably practicable. Without limiting the foregoing, Subrecipient agrees to provide the Commission with additional supporting documentation and other information as requested by the Commission Federal Grant Manager to verify the accuracy of the request and compliance with the Contract.
- 14.2 Administrative Costs.
- 14.2.1 Indirect Costs. Reimbursable per Subrecipient's negotiated indirect cost rate agreement or de minimis ten percent (10%) authorized by ARPA and the Final Rule.
- 14.2.2 Internal Direct Costs. Reimbursable to the extent supported by adequate documentation of internal personnel (including contract staff/personnel) time and effort ("T&E"). (See Section 14.)
- For internal personnel who did not document T&E from the start of the Period of Performance on November 8, 2021, through the Contract Effective Date, Subrecipient can complete an attestation (Attachment 3) for hours worked if percentage of time dedicated to Subrecipient NG9-1-1 Grant Project is less than 100%. For personnel dedicated 100% to NG9-1-1 Grant Project, see requirements below.
  - For internal personnel following the Contract Effective Date, a T&E worksheet for each such personnel must be completed and included in any request for reimbursement for personnel whose time spent on Subrecipient's NG9-1-1 Grant Project is less than 100% during the Period of Performance.
  - For internal personnel whose T&E is 100% dedicated to Subrecipient's NG9-1-1 Grant Project during the Period of Performance, each such personnel's job description and duties must reflect 100% commitment to NG9-1-1 Grant Project; and an attestation (Attachment 3) must be provided by Subrecipient for such personnel at the beginning of the Contract Effective Date and thereafter every six-months, or as requested by the Commission's Federal Grant Manager.

- T&E worksheet and other documentation must include unique entity identifier, date covered by the worksheet, vendor name (for contract staff), amount, purpose.
- 14.3 Reimbursements to Subrecipient. Upon review and acceptance of Subrecipient’s Request for Reimbursement, the Commission will reimburse Subrecipient the requested amount. Notwithstanding the preceding sentence, total reimbursement by the Commission is limited to the not-to-exceed amount of the Subaward, on a Subproject-by-Subproject basis, and is contingent upon at a minimum Subrecipient sufficiently demonstrating that: 1. the charges for which it seeks reimbursement have been previously paid by the Subrecipient; 2. the charges are for eligible uses/costs.
- 14.4 Limitation on Reimbursement (Funding of Subaward). Notwithstanding anything to the contrary in the Contract or federal regulations including, but not limited to, [2 C.F.R. Subpart E - Cost Principles](#)—specifically, General Provisions for Selected Items of Cost (§§ 200.420 - 200.476), Subrecipient reimbursement is limited to reimbursing Subrecipient the actual eligible costs of the goods and services of each Subproject comprising the Subrecipient’s NG9-1-1 Grant Project. Reimbursement is contingent upon Subrecipient sufficiently documenting that it has paid the eligible costs for which it seeks reimbursement.
- 14.5 Refunds and Deductions. If the Commission or OOG determine that Subrecipient has been overpaid any grant funds under the Contract, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Subrecipient must return to the Commission the amount identified as an overpayment. Subrecipient must refund any overpayment to the Commission within thirty (30) calendar days of the receipt of the notice of the overpayment from the Commission unless an alternate payment plan is specified by the Commission.
- 14.6 Return of Subaward. In the event the Commission or the OOG determine that a reimbursement was made to Subrecipient in violation of the Contract (*e.g.*, all or a portion of a reimbursement was made for costs deemed for ineligible uses), Subrecipient will return to the Commission that portion of the Subaward deemed in violation of the Contract.
- 14.7 Recapture of Funds. Notwithstanding the OOG’s discretionary right to terminate for convenience its Grant Agreement with the Commission, the Commission and OOG each have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by the Commission: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.
- 14.8 Right to Withhold, Offset, Adjust. With respect to any amounts by which the Commission has overpaid or should not have paid the Subrecipient (*e.g.*, reimbursed Subrecipient for what was subsequently determined to be non-eligible costs), including as a result of an audit, the Commission may withhold, offset, and/or adjust future reimbursements by the amount of the overpayment. Additionally, to the extent necessary, the Commission may withhold, offset, and/or adjust Subrecipient’s wireless/prepaid wireless service fee monthly distribution amounts by the amount of the overpayment. No failure by the Commission to identify non-eligible costs prior to reimbursement of the requested amount shall limit or waive any of the Commission’s rights or remedies with respect to such reimbursement, including the right to withhold, offset, or adjust future reimbursements.
- 14.9 **Reduction in Grant Award for Failure to Request Reimbursement.** A primary purpose of the Commission is to ensure all appropriated CSFRF funds are timely expended within the Period of Performance. Subrecipient has an affirmative obligation to timely notify the Commission and

submit a Grant Application Amendment (Section 6) of any changes impacting Subrecipient’s ability to timely expend its Subaward during the Period of Performance, including for example vendor delay in delivering goods or providing services.

**14.9.1 90-Day No Reimbursement Requests.** In the event Subrecipient has not submitted a Request for Reimbursement for any 90-day period following its first Request for Reimbursement, or timely met reporting obligations, the Commission will contact the Subrecipient. Consistent with the OOG’s terms and conditions applicable to the Commission’s Award, if sufficient progress is not made by Subrecipient towards timely completing its NG9-1-1 Grant Project, including Subprojects, and meeting reporting obligations, the Commission may take unilateral actions as necessary including consideration at a Commission open meeting of a Subrecipient Grant Application Amendment submitted by the Commission’s Executive Director and up to Subaward termination.

**14.10 Reimbursement Disputes.** In the event the Subrecipient disputes a reimbursement, including denial in part or in total of a Request for Reimbursement, Subrecipient must submit a written request for redetermination to the Commission’s Federal Grant Manager. The Commission’s Executive Director will decide all reimbursement disputes, including requests for reimbursement denied in part or in total as being for non-eligible costs. The Executive Director’s decision is appealable to the Commission for consideration at an open meeting.

**14.11 Indemnification.**

TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE COMMISSION, AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENTS OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PROCUREMENTS AND PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES, INCLUDING THE COMMISSION, ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE COMMISSION AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**14.12 Waiver of Rights.** Subrecipient agrees that no provision of the Contract is in any way intended to constitute a waiver by the Commission or the OOG as agencies of the State of Texas, its officers, regents, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that the Commission, the OOG, or the State of Texas may have by operation of law.

**14.13 Limitation of Commission Liability to Subrecipient.** The Commission’s sole liability to Subrecipient under the Contract is limited to reimbursing Subrecipient up to the not-to-exceed amount of the Subaward in accordance with this Contract.

**SECTION 15: REPORTING AND ANNUAL CERTIFICATION**

**15.1 Quarterly Financial and Completion Progress Reports.** Per [2 C.F.R. § 200.328](#), Subrecipient must submit a quarterly financial and completion progress report by the 5th day of the first month

following the end of each calendar year quarter starting with calendar year 2023 (See Attachment 4).

15.2 Annual Performance Reports. Per [2 C.F.R. § 200.328](#), Subrecipient will submit an Annual Performance Report to the Commission by the 5<sup>th</sup> of April of each calendar year that federal grant funds are available (See Attachment 5).

15.3 Closeout Reporting. See Section 19. Closeout.

## SECTION 16: RISK ASSESSMENT, MONITORING, NOTIFICATION OF PROBLEMS, AND CORRECTIVE ACTION PLAN

16.1 Risk Assessment (Attachment 6). The Commission, through its Executive Director and staff, evaluated Subrecipient’s risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Contract to determine the appropriate level of monitoring of Subrecipient. Consideration was given to various factors including the following:

- (1) Subrecipient’s prior experience with the same or similar Subawards;
- (2) The results of previous audits including whether or not the Subrecipient receives a Single Audit in accordance with [2 C.F.R. Subpart F - Audit Requirements](#), and the extent to which the same or similar Subaward has been audited;
- (3) Whether the Subrecipient has new personnel or new or substantially changed systems; and
- (4) The extent and results of Federal awarding agency monitoring (*e.g.*, if the Subrecipient also receives Federal awards directly from a Federal awarding agency).

16.2 Monitoring. It is the responsibility and obligation of the Commission to monitor Subrecipient’s activities as necessary to ensure that the NG9-1-1 Grant Project and corresponding Subaward of federal grant funds are used for eligible uses and authorized purposes in compliance with Federal statutes, regulations, and the Contract; and that Subrecipient’s NG9-1-1 Grant Project and Subproject timelines are achieved. Monitoring includes the following:

- 16.2.1 Reviewing financial and performance reports required by the Contract.
- 16.2.2 Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Subaward detected through Subrecipient’s Notification of Problems, reporting, audits, on-site reviews, and other means.
- 16.2.3 Issuing a [management decision](#) or [audit finding](#) pertaining to the Subaward as required by [2 C.F.R. § 200.521](#).

16.3 Monitoring Tools. Depending upon the Commission’s assessment of, or change in, risk posed by the Subrecipient, the Commission may utilize the following monitoring tools to ensure proper accountability and compliance with the Contract, the NG9-1-1 Grant Project, and achievement of performance goals:

- 16.3.1 Require and/or provide Subrecipient with training and technical assistance;
- 16.3.2 Perform on-site reviews; and
- 16.3.3 Arrange for agreed-upon-procedures engagements as described in [2 C.F.R. § 200.425](#).



- 16.4 Notification of Problems. Subrecipient shall provide to the Commission written notice of any acts or omissions (whether by the Subrecipient or a Subrecipient contractor vendor or other service provider, or any third party), any failure to perform any of each such party's obligations that may affect or delay Subrecipient's timely performance of Subrecipient's obligations under the Contract. Subrecipient shall provide such written notice within ten (10) business days after Subrecipient first knew or should have known of such acts, omissions, or failures or other events. Such written notice shall describe in reasonable detail such acts, omissions, failures or other events and the manner in which the foregoing may affect Subrecipient's performance. Subrecipient's notification of problems may result in the Commission requesting a corrective action plan from Subrecipient.
- 16.5 Corrective Action Plan. In the event the Commission's Executive Director determines, at her sole discretion or as a result of receiving a Notification of Problems, that the NG9-1-1 Grant Project will not meet project objectives, including timely completion thereof, the Executive Director may require Subrecipient to develop a Corrective Action Plan. The Commission will provide written notice to Subrecipient of such a determination and identify the deficiencies or lack of alignment with the Contract that require formal documentation. Upon receipt of the Commission's notice, the Subrecipient will develop and provide a written corrective action plan detailing the actions it will take to address the deficiencies or lack of alignment identified in the Commission's notice. A corrective action plan is incorporated into the Contract without further action by the Parties. The Commission will utilize the Subrecipient's corrective action plan to track and verify that the deficiencies or lack of alignment with the Contract are addressed by Subrecipient and provide periodic updates on the status of corrective action plan until such has been fully implemented and the issues addressed.
  - 16.5.1 Audit – Corrective Action Plan. Subrecipient understands and agrees that Subrecipient must make every effort to address and resolve all outstanding issues, findings, or actions identified by an audit through a corrective action plan. Failure to promptly and adequately address audit findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. Subrecipient agrees to complete any corrective action approved by the Commission's Executive Director in the Subrecipient's corrective action plan within the time period specified by the Executive Director and to the satisfaction of the Commission, at the sole cost of the Subrecipient.
  - 16.5.2 Status Reports – Corrective Action Plan. Subrecipient must provide to the Commission Grant Manager periodic status reports regarding the Subrecipient corrective action plan, or other compliance activity for which the Subrecipient is responsible.

**SECTION 17: RECORD RETENTION AND ACCESS**

Subrecipient agrees to retain records pertinent to its Subaward and provide the Commission, the Agencies, and/or their auditors with access to such records in accordance with [2 C.F.R. §§ 200.334 - 200.338](#). Specifically included, but without limitation, is Subrecipient's obligation to retain and provide access to all records pertaining to any procurement, financial, and audit records.

**SECTION 18: SUBRECIPIENT COMPLIANCE**

- 18.1 Subrecipient agrees that a continuous condition for being and remaining eligible as a grant subrecipient and being reimbursed for eligible costs is Subrecipient's continuous compliance with the terms of this Contract, ARPA, Treasury regulations ([31 C.F.R. Subtitle A, Part 35, Subpart A](#), the [Final Rule](#)), and the Uniform Guidance ([2 C.F.R. Subtitle A, Chapter II, Part 200](#)).

- 18.2 In the event the Commission, acting through and as determined by its Executive Director, determines that Subrecipient is not in compliance with the preceding paragraph, or the OOG or cognizant federal agency (e.g., Treasury) determine that Texas and/or the Commission are not in compliance and such non-compliance is determined by the Commission’s Executive Director to be the result of Subrecipient’s non-compliance with the preceding paragraph, the Commission’s Executive Director may, in accordance with [2 C.F.R. § 200.339](#) (Remedies for Non-Compliance) and [2 C.F.R. § 200.208](#) (Specific Conditions) determine and impose additional conditions and/or specific conditions respectively or, in the event the Commission’s Executive Director determines in writing that non-compliance cannot be remedied by imposing additional or specific conditions, take one or more of the actions authorized in 2 C.F.R. § 200.339.
- 18.3 Per [2 C.F.R. § 200.300](#), Subrecipient, as a non-Federal entity, is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at [2 CFR parts 25](#) and [170](#). See also statutory requirements for whistleblower protections at [10 U.S.C. 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. 2324](#), [41 U.S.C. 4304](#) and [4310](#).
- 18.4 By this Contract, Subrecipient assumes responsibility and accountability for conducting NG9-1-1 Grant Project activities, including Subprojects, and is held responsible for meeting federal, state, and local requirements and standards in the areas of allocating, obligating, and expending grant funds; monitoring public safety answering point (PSAP), contractor, and subcontractor activity; financial management, internal controls, audit, and timely and accurate reporting; and complying with procurement and property management requirements.

## SECTION 19: CLOSEOUT

- 19.1 Closeout. In accordance with [2 C.F.R. § 200.344](#), as modified herein, the Commission will close out Subrecipient’s Subaward when it determines that all applicable administrative actions and all required work of the Subaward have been completed by Subrecipient.
- 19.2 Expiration of the right to incur costs. Subrecipient’s right to incur costs or pay for costs for which it intends to seek reimbursement expires at the end of the Period of Performance. Subrecipient may not incur costs subject to CSFRF reimbursement if the obligation to pay the costs arises before or after the Period of Performance.
- 19.3 Liquidation Period. Within 60 days after the completion of the NG9-1-1 Grant Project and each Subproject, but in no event later than October 16, 2026, Subrecipient must submit:
  - 19.3.1 Submit Request(s) for Reimbursement. The final request constitutes the final financial reconciliation for the Subaward. Final request can include charges for goods and services to be received and rendered from October 1, 2026, through December 31, 2026, provided such charges are pre-paid by Subrecipient.
  - 19.3.2 A final report to the Commission, following the procedures of 2 C.F.R. § 200.344(a).
  - 19.3.3 Disposition of unexpended balances. Any Subaward amount that remains unreimbursed after closeout shall cease to be available for reimbursement to the Subrecipient.

## SECTION 20: AUDIT REQUIREMENTS

Subrecipient is a non-federal entity and subject to federal audit requirements per [2 C.F.R. Subpart F](#). The following is a general overview of audit requirements, including OOG’s audit terms and conditions of the Commission’s Award.

- 20.1 Federal Audit Requirements. Per Treasury’s [Compliance and Reporting Guidance](#) a Subrecipient expending (or being reimbursed) \$750,000 or more in federal funds in a fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at [2 CFR Part 200, Subpart F - Audit Requirements](#). Note that the [Compliance Supplement \(2 CFR Part 200, Appendix XI - Apr. 2022\)](#) provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. The Compliance Supplement is routinely updated, and is made available in the Federal Register and on OMB’s website: <https://www.whitehouse.gov/omb/office-federal-financial-management/>. Subrecipient should consult the Federal Audit Clearinghouse to see examples of Single Audit submissions.
- 20.2 Texas Single Audit Requirements. Subrecipients expending more than \$750,000 during its fiscal year in state awards must have either a Financial Audit or Program-specific Audit conducted for that year in accordance with [TxGMS](#). The Commission, as the state awarding agency, may also require an independent audit to be conducted based on factors other than monetary threshold. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards, or GAGAS. The audit must be completed and the data collection and reporting package described in [2 C.F.R. § 200.512](#) must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier. For additional audit information see [TxGMS](#)
  - 20.2.1 Instead of a Financial Audit or Program-specific Audit, the Commission as the state awarding agency, at its discretion, may accept the single audit of the local government prepared in compliance with the Uniform Guidance if the Commission determines that the federal single audit sufficiently addresses internal controls and other grant requirements as they relate to the particular state award.
- 20.3 Cooperation with Monitoring, Audits, and Records Requirements. All records and expenditures are subject to, and Subrecipient agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury’s Inspector General (DOTIG), OOG, and the State Auditor’s Office (SAO) or designee. Subrecipient must maintain under Generally Accepted Accounting Principles or Governmental Accounting Standards Board, adequate records that enable DOTIG, OOG, and SAO (or designee) to ensure proper accounting for all costs and performances related to Contract.
- 20.4 Requirement to Address Audit Findings. If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Contract, applicable laws, regulations, or the Subrecipient’s obligations hereunder, the Subrecipient agrees to propose and submit to the Commission a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Subrecipient’s receipt of the findings. The Subrecipient’s corrective action plan is subject to the approval of the Commission’s Executive Director (see Section 16.5).
- 20.5 Audit Exemption. In the event Subrecipient expends less than \$750,000 during its fiscal year in Federal awards it is exempt from the preceding Federal audit requirements for that year, except as noted in [2 C.F.R. § 200.503](#), but records must be available for review or audit by appropriate officials of the Agencies, the Commission, and the federal Government Accountability Office (GAO).
- 20.6 Management Decision. Per [2 C.F.R. § 200.521](#), the Commission and/or the Agencies are responsible for issuing a [management decision](#) for [audit findings](#) related to Subrecipient Subaward.

## SECTION 21: FEDERAL CONTRACT PROVISIONS

21.1 Per [2 C.F.R. Appendix II to Part 200](#) “[i]n addition to other provisions required by the Federal agency or non-Federal entity [the Commission], all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following. These federal contract provisions are in addition to and/or supplement the Contract provisions (including required State and/or Local contract requirements). Additional and/or supplemental contract provisions below are derived from the [Federal Emergency Management Agency’s Contract Management Guide \(June 2021\)](#).<sup>9</sup>

21.2 By executing the Contract, Subrecipient certifies to its continuous compliance with the following Federal Contract Provisions in Section 21.3, including compliance by Subrecipient’s Contractors. All contracts entered into by Subrecipient related to its NG9-1-1 Grant Project must include federal contract provisions (see Grant Application - Uniform Guidance Procurement Standards Compliance Worksheet). Failure by Subrecipient to include federal contract provisions in its agreements with Contractors constitutes noncompliance by Subrecipient. Execution of the Contract is not indicative that each provision below, including additional and/or supplemental provisions, is applicable to the Contract.

21.3 Federal Contract Provisions (Appendix II):

(A) **Contracts for More Than the Simplified Acquisition Threshold (\$250,000)**. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Additional/Supplemental Provision: If not already addressed in the Contract, Subrecipient agrees as follows:

Pursuant to 2 C.F.R. Appendix II to Part 200 Federal Rule (A), when Commission expends federal funds, the Commission reserves all rights and privileges under applicable laws and regulations in the event of a breach of contract by either party.

(B) **Price Exceeds Micro Purchase Threshold (\$10,000)**. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Additional/Supplemental Provision: If not already addressed in the Contract, Subrecipient agrees as follows:

Pursuant to 2 C.F.R. Appendix II to Part 200 Federal Rule (B), when the Commission expends federal funds, Commission reserves the right to terminate the Contract upon written notice in the event of a breach or default of the Contract by Subrecipient including Subrecipient’s failure to: (1) meet schedules, deadlines, and/or reporting dates within the time specified in the Contract (including Grant Application); (2) timely submit Requests for Reimbursement; (3) timely make payments owed to Contractors; or (4) otherwise perform in accordance with the Contract. The Commission also reserves the right to terminate the Contract, with written notice to Subrecipient, for convenience if the Commission believes in its sole discretion that it is in the

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<sup>9</sup> Additional and/or supplemental contract provisions are provided and applicable to the extent the Contract does not address or the included provision are deemed by an appropriate authority as insufficiently addressing the federal contract provision.

best interest of the Commission to do so. Subrecipient will be reimbursed for eligible costs performed and accepted by Subrecipient as of the termination date if the Contract is terminated for convenience by the Commission.

(C) **Equal Employment Opportunity.** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” (appears at [30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending Executive Order 11246 Relating to Equal Employment Opportunity” (appears at [32 FR 14303](#), [3 CFR, 1966–1970 Comp.](#), p. 684, [EO 12086](#) of Oct. 5, 1978, [43 FR 46501](#), [3 CFR, 1978 Comp.](#), p. 230, [EO 13665](#) of April 8, 2014, [79 FR 20749](#), [EO 13672](#) of July 21, 2014, [79 FR 42971](#)), and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (C), when the Commission expends federal funds, the equal opportunity clause required by [41 CFR 60-1.4\(b\)](#) is [incorporated by reference as permitted by 41 CFR 60 1.4\(d\)](#).

(D) **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. (See [29 C.F.R. § 5.2](#) for applicable definitions including “mechanic” and “laborer.”)

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (D), when the Commission expends federal funds for a prime construction contract in excess of \$2,000 the provisions at [29 C.F.R. § 5.5\(a\)\(1\)-\(10\)](#) are incorporated in full by reference into all applicable contracts, and all applicable Contractors must include these provisions in full in any subcontracts. Regarding Compliance with the Copeland “Anti-Kickback” Act, Subrecipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into the agreement. Regarding subcontracts and the Copeland “Anti-Kickback” Act, Subrecipient shall ensure its Contractors or subcontractors insert in any contracts

the clause above applicable to Subrecipient and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (E), when the Commission expends federal funds for a contract in excess of \$100,000 involving the employment of mechanics or laborers Federal Rule (E) is incorporated by reference and the agreement is revised to include the following from [29 CFR § 5.5\(b\)\(1\)-\(4\)](#); for which Subrecipient is responsible for ensuring compliance by its Contractors.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of Subrecipient's NG9-1-1 Grant Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Commission or Subrecipient will upon its own action or upon written request of an authorized representative of the Department

of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by a Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

In addition to the preceding clauses from 29 CFR § 5.5(b)(1)-(4), and in accordance with [29 CFR § 5.5\(c\)](#), if the agreement is subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by Subrecipient for inspection, copying, or transcription by authorized representatives of the Department of Treasury, the Commission, and the Department of Labor, and Subrecipient will permit such representatives to interview employees during working hours on the job.

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Additional/Supplemental Provision: **NOT APPLICABLE.** Only applies to a “funding agreement” defined as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.” [37 CFR 401.2\(a\)](#).

(G) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water

Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (G), when the Commission expends federal funds for a contract in excess of \$150,000 Subrecipient agrees as follows:

Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

Subrecipient agrees to report each violation to the Commission and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to Treasury, and the appropriate [Environmental Protection Agency Regional Office](#).

Subrecipient agrees to require inclusion of these requirements by its Contractor(s) in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Treasury.

Federal Water Pollution Control Act: Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

Subrecipient agrees to report each violation to the Commission and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to Treasury and the appropriate [Environmental Protection Agency Regional Office](#).

Subrecipient agrees to include these requirements in each of Subrecipient’s contracts or other form of agreement exceeding \$150,000 financed in whole or in part with federal assistance provided by Treasury.

**(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM)**, in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (appears at 3 CFR part 1986 Comp., p. 189) and 12689 (appears at 3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (H), Subrecipient certifies and agrees as follows:

Suspension and Debarment: The Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Subrecipient is required to verify that none of its Subrecipient’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Subrecipient must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.



This certification is a material representation of fact relied upon by the Commission. If it is later determined that Subrecipient did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Commission, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Prior to entering into contracts funded with award funds, Subrecipient must verify that such Contractors are not suspended, debarred, or otherwise excluded pursuant to [31 C.F.R. § 19.300](#).

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Subrecipient applying for a Subaward or has an existing agreement with a Contractor that Subrecipient intends to fund in whole or in part with federal funds exceeding \$100,000 must file the required certification.** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (I), Subrecipient certifies and agrees as follows:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). In the event Subrecipient applied for an award, or has an existing contract with a Contractor, exceeding \$100,000 shall complete on company letterhead and file the required certification (Attachment 7). Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

**(J) Per 2 C.F.R. § 200.323 Procurement of Recovered Materials** -- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (J), Subrecipient agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(K) Per [2 C.F.R. § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment](#) -- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, **covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).**

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, **video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).**

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, **reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.**

- (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [2 C.F.R. § 200.471](#).

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (K), Subrecipient agrees as follows:

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial

or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

- Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  
- Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. *Are not used* as a substantial or essential component of any system; *and*
    - ii. *Are not used* as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event Subrecipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Subrecipient is notified of such by a Contractor or subcontractor at any tier or by any other source, Subrecipient shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. Subrecipient shall insert the substance of this clause, including this paragraph (e), in all contracts, subcontracts, and other contractual instruments.

- (L) [Per 2 C.F.R. § 200.322 Domestic Preferences for Procurements](#) – (a) As appropriate and to the extent consistent with law, the non-Federal entity does, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials by Subrecipient produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The preceding preference must be included by Subrecipient in any contracts, subcontracts or other agreements entered into as part of providing property and services to the non-Federal entity.

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (L), Subrecipient agrees as follows:

**Domestic Preference for Procurements.**

(a) As appropriate, and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(M) Per [2 C.F.R. § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.](#)

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (M), Subrecipient agrees as follows:

If a Subrecipient's Contractor subcontracts any portion of the delivery or providing of property and services to 9-1-1 Entity, Subrecipient must require Contractor to make good-faith, reasonable efforts to take the affirmative steps provided in 2 C.F.R. § 200.321(b)(1) – (5).

## SECTION 22: CONTACT INFORMATION, CONTRACT MANAGERS, AND NOTICES

22.1 Contact Information for the Commission's Awarding Official. The Commission's Awarding Official is its Executive Director, whose contact information is:

Andrew Friedrichs, Executive Director  
Commission on State Emergency Communications  
1801 N. Congress Ave., Suite 11.100, Austin, Texas 78701  
512-305-6911  
[Andrewf@csec.texas.gov](mailto:Andrewf@csec.texas.gov)

22.2 Federal Grant Managers. The Commission and Subrecipient shall each designate in writing an individual to serve as their respective Federal Grant Manager during the Contract Term. The Federal Grant Manager is the primary point of contact with respect to obligations under the Contract. Any change in designation of a Federal Grant Manager must be noticed in writing.

- Commission Federal Grant Manager:  
Frank Rivera  
Commission on State Emergency Communications  
1801 N. Congress Ave., Suite 11.100, Austin, Texas 78701  
512-305-6914  
[Frank.Rivera@csec.texas.gov](mailto:Frank.Rivera@csec.texas.gov)

- Subrecipient Federal Grant Manager:

Becky Blanton  
Communications Supervisor  
Hutchins Police Department  
550 W. Palestine St., Hutchins, Texas 75141  
972-225-2225 Ext. 220  
bblanton@cityofhutchins.org

22.3 Notices. Any and all notices permitted or required to be given hereunder are deemed duly given (i) upon actual delivery, if delivery is by hand; (ii) upon receipt if sent via facsimile; or (iii) upon delivery into the United States mail if delivery is by postage paid registered or certified return receipt requested mail. E-mailed notices are not permitted. Each such notice must be sent to the respective Party at the address indicated below or to any other address as the respective Party may designate by notice delivered pursuant to this subsection.

If to the Commission:

Commission on State Emergency Communications  
c/o Commission Federal Grant Manager  
1801 N. Congress Ave., Suite 11.100, Austin, Texas 78701

If to Subrecipient:

Becky Blanton  
Communications Supervisor  
Hutchins Police Department  
550 W. Palestine St., Hutchins, Texas 75141  
972-225-2225 Ext. 220  
bblanton@cityofhutchins.org

## SECTION 23: UNIFORM STATE OF TEXAS ASSURANCES

As the duly authorized representative of Subrecipient, and pursuant to the OOG’s terms and conditions of the Commission’s Award, the Comptroller of Public Accounts [Procurement and Contract Management Guide](#), and [TxGMS Appendix 6, Uniform Assurances by Local Governments](#), by executing the Contract Subrecipient certifies that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the grantee’s governing body or of the grantee’s contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the grantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See TxGMS for additional guidance on contract provisions.)
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.



21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://sam.gov/content/entity-information>.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

26. Shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

27. Shall comply with applicable Uniform Assurances by Local Governments per Texas Government Code Section 783.005 and [TxGMS](#) Appendix 6.

28. Shall comply with and require of its vendors compliance with applicable Texas Required Contract Clauses in the Comptroller of Public Accounts [Procurement and Contract Management Guide](#) Appendix 24. Included therein is the Critical Infrastructure Affirmation pursuant to the [Lone Star Infrastructure Protection Act](#) adopted by the 87<sup>th</sup> Texas Legislature and effective on June 18, 2021. Per Texas Attorney General [Opinion No KP-0410](#) (June 6, 2022):

The Lone Star Infrastructure Protection Act prohibits contracts or other agreements with certain foreign-owned companies in certain circumstances in connection with critical infrastructure in this State. For the Act to apply, the agreement at issue must give a company direct or remote access to or control of critical infrastructure. [For example,] An agreement to provide standard utility services, by itself, does not grant an entity the ability to access critical infrastructure as contemplated by the Act. The extent to which any specific agreement grants direct or remote access to or control of critical infrastructure will depend in part on the terms of the contract at issue.

29. **Byrd Anti- Lobbying Amendment.** (Applicability: Clause applies to grant contracts or other form of grant agreement and procurement contracts exceeding \$100,000 that are financed from federal funds.) Subrecipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this Contract. If federal funds are used by Subrecipient to conduct such lobbying activities, Subrecipient will promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Subrecipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

30. **Child Support Obligation.** Subrecipient represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly:

Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”

**31. Clean Air Act and Federal Water Pollution Control Act.** (Applicability: Clause applies to grant contracts or other form of grant agreements and procurement contracts exceeding \$150,000 that are financed from federal funds.) Subrecipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

**32. Compliance With Laws, Rules, and Requirements.** (Applicability: Clause applies to grant contracts or other form of grant agreements and procurement contracts financed from federal grant funds.) Subrecipient represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by Commission concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

**33. Contract Oversight.** (Applicability: Clause applies to grant contracts or other form of grant agreements and procurement contracts financed from federal grant funds.) Subrecipient represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

**34. Contract Work Hours and Safety Standards Act.** Applicability: Clause applies to procurement contracts exceeding \$100,000 that are financed from federal funds and involve the employment of mechanics or laborers.) Subrecipient represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

**35. Cybersecurity Training Program.**

Local Government System: Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

State Contractor: If Subrecipient personnel have access to any state computer system or database, Subrecipient personnel must annually complete cybersecurity training and verify completion of the training program to the Commission pursuant to and in accordance with Section 2054.5192 of the Texas Government Code.

**36. Davis-Bacon Act and the Copeland Act.** (Applicability: Clause applies to certain construction contracts financed from federal funds.) Subrecipient represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. §§ 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874).

**37. Debarment and Suspension.** Subrecipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

38. **Debts and Delinquencies.** Subrecipient acknowledges and agrees that, to the extent Subrecipient owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Subrecipient is otherwise owed under the Contract may be applied toward any debt Subrecipient owes the State of Texas until the debt is paid in full. These provisions are effective at any time Subrecipient owes any such debt or delinquency.

39. **Disaster Recovery Plan.** (Applicability: Clause required for any grant contracts or other form of grant agreements or procurement contract with an entity that has custody of vital state records.)\* Upon request of the Commission, and in accordance with 13 Texas Administrative Code § 6.94(a) (9), Subrecipient will provide to the Commission the descriptions of its business continuity and disaster recovery plans.

\*“Vital State Record” is defined to mean any state record necessary to: (A) the resumption or continuation of state agency operations in an emergency or disaster; (B) the re-creation of the legal and financial status of the agency; or (C) the protection and fulfillment of obligations to the people of the state.

40. **Disclosure of Violations of Federal Criminal Law.** (Applicability: Clause applies to grant contracts or other form of grant agreements financed from federal funds.) Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

41. **Disclosure of Prior State Employment.** (Applicability: Clause applies to procurement contracts for consulting services under Chapter 2254 of the Texas Government Code.) In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the Commission or another Texas state agency at any time during the two years preceding submission of a procurement Response or execution of the Contract or, in the alternative, Subrecipient has disclosed to the Commission the following: (i) the nature of the previous employment with the Commission or the other Texas state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination. (Notwithstanding the preceding, the primary purpose of the Parties’ Contract or other form of agreement is not for consulting services.)

42. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

43. **Discrimination Prohibited.** In accordance with Section 2105.004 of the Texas Government Code, Subrecipient represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

44. **Dispute Resolution.** The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

45. **Equal Employment Opportunity.** (Applicability: Clause applies only to certain construction contracts financed from federal funds.) Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal

program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Contract, Subrecipient agrees as follows:

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

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of Subrecipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. (Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.)

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

- (9) Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

46. **Excluded Parties.** (Applicability: Claus applies as long as Executive Order No. 13224 is in effect.) Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No.

13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

47. **Executive Head of a State Agency Affirmation**. Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Subrecipient represents that no person who served as an executive of the Commission, in the past four (4) years, was involved with or has any interest in the Contract. If Subrecipient employs or has used the services of a former executive of the Commission, then Subrecipient must provide the following information to the Commission: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Subrecipient, and the date of employment with Subrecipient.

48. **Federal Solid Waste Disposal Act**. (Applicability: Clause applies to certain procurement contracts financed from federal funds.) Subrecipient represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

49. **Former Commission Employees**. (Applicability: Clause applies to procurements and contracts for employment, consulting services, or professional services if appropriated money will be used to make payments under the contract.) In accordance with Section 2252.901 of the Texas Government Code, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the Commission during the twelve (12) month period immediately prior to the date of execution of the Contract. (Notwithstanding the preceding, the primary purpose of the Parties' Contract or other form of agreement is not for consulting services.)

50. **Funding Limitation (Funding Out Clause)**. Subrecipient agrees that nothing in the Contract or other form of agreement will be interpreted to create an obligation or liability of the Commission in excess of the funds delineated in this grant. Subrecipient agrees that funding for this grant is subject to the actual receipt by the Commission of grant funds appropriated to the Commission. Subrecipient agrees that the grant funds, if any, received from the Commission may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the Commission for the purpose of this grant. Subrecipient agrees that notwithstanding any other provision of this grant, if the Commission is not appropriated the funds or if the Commission does not receive the appropriated funds for this grant program, or if the funds appropriated to the Commission for this grant program are required to be reallocated to fund other federal or state programs or purposes, the Commission is not liable to pay Subrecipient any remaining balance on this grant.

51. **Governing Law and Venue**. This Contract or other form of agreement is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the Commission.

52. **Indemnification (General)**. Subrecipient WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF Subrecipient OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE MUST BE COORDINATED BY Subrecipient WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND Subrecipient MAY NOT

AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. Subrecipient AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THE PRECEDING PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE Subrecipient TO INDEMNIFY OR HOLD HARMLESS THE STATE OR AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF AGENCY OR ITS EMPLOYEES.

For the avoidance of doubt, the Commission will not indemnify Subrecipient or any other entity under the Contract or other form of agreement.

**53. Law Enforcement the Commission Grant Restriction.** If Subrecipient is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Subrecipient represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

**54. Legal Authority.** Subrecipient represents that it possesses legal authority to enter into the Contract. A resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient’s governing body authorizing entering into the Contract (or filing of a procurement Response), including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Subrecipient to act in connection with the Contract (or a procurement Response) and to provide such additional information as may be required.

**55. Limitations on Grants to Units of Local Government.** Subrecipient acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- Sections 2113.012 and 2113.101 of the Texas Government Code.

**56. Lobbying Expenditure Restriction.** Subrecipient represents and warrants that the Commission’s payments to Subrecipient and Subrecipient’s receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

**57. No Conflicts of Interest (federal).** (Applicability: Clause applies to grant contracts or other form of grant agreement financed from federal funds.) Subrecipient represents and warrants its compliance with the Federal awarding agency’s conflict of interest policies in accordance 2 C.F.R. § 200.112.

**58. No Conflicts of Interest (state).** Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Contract, Subrecipient must promptly notify the Commission.

**59. No Waiver of Sovereign Immunity.** The Parties expressly agree that no provision of Contract or other form of agreement is in any way intended to constitute a waiver by the Commission or the State

of Texas of any immunities from suit or from liability that the Commission or the State of Texas may have by operation of law.

60. **Open Meetings.** If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special, or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

61. **Political Polling Prohibition.** Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

62. **Public Camping Ban.** Subrecipient certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If Subrecipient is currently being sued under the provisions of Local Government Code § 364.003, or is sued under this section at any point during the duration of this grant, Subrecipient must immediately disclose the lawsuit and its current posture to the Commission.

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

64. **Reporting Compliance.** Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

65. **Records Retention (federal).** Subrecipient represents and warrants its compliance with the records retention requirements of 2 C.F.R. § 200.333. the Commission reserves the right to direct a Subrecipient to retain documents for a longer period of time or transfer certain records to the Commission custody when it is determined the records possess longer term retention value. Subrecipient must include the substance of this clause in all subawards and subcontracts. (Applicability: Clause applies to grant contract or other form of grant agreement financed from federal funds.)

66. **Records Retention (state-grant).** Subrecipient will maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Subrecipient for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. The Commission reserves the right to direct a Subrecipient to retain documents for a longer period of time or transfer certain records to the Commission custody when it is determined the records possess longer term retention value. Subrecipient must include the substance of this clause in all subawards and subcontracts.

67. **Records Retention (state-procurement).** For the time period specified in Section 441.1855 of the Texas Government Code, Subrecipient will maintain and retain all records relating to the performance of the Contract or other form of agreement including supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable State of Texas requirements. Subrecipient must include the substance of this clause in all subcontracts. (Retention period is currently seven [7] years following the latter of completion or expiration of the Contract or other form of agreement, or



issues arising from any litigation, claim, negotiation, audit, open records request, or other action related to the Contract or other form of agreement are resolved.)

**68. Remedies for Nonperformance.** (Applicability: Clause applies to procurement contracts exceeding the federal Simplified Acquisition Threshold that are financed from federal funds.) If Subrecipient fails to comply with any requirement of the Contract, the Commission may terminate or cancel all or any part of the Contract, may obtain substitute requested items, may withhold acceptance and payments to Subrecipient, may revoke any prior acceptance, may require Subrecipient to refund amounts paid prior to revocation of acceptance and may pursue all rights and remedies against Subrecipient under the Contract and any applicable law. Remedies for nonperformance may also include suspension or debarment. No provision of the Contract will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the Commission as an agency of the State of Texas or otherwise available to the Commission. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Contract or otherwise available to the Commission by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

**69. Reporting Suspected Fraud and Unlawful Conduct.** Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor’s Office.

**70. Rights to Inventions Made Under a Contract or Agreement.** (Applicability: Clause applies to certain grant agreements and procurement contracts financed from federal funds.) Subrecipient represents and warrants that it will comply with the requirements of 37 C.F.R. Part 401 (“Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”) and any implementing regulations issued by the awarding agency, if Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement.”

**71. State Auditor’s Right to Audit.** Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by Subrecipient or any other entity or person directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Subrecipient or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient must ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards.

**72. Subaward Monitoring.** Subrecipient represents and warrant that it will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

**73. Termination and Cancellation Circumstances.** (Applicability: Clause applies to procurement contracts exceeding \$10,000 that are financed from federal funds.) The Commission reserves the right to terminate the Contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days’ advance written notice. The Commission reserves the right, in its sole discretion, to terminate the Contract in whole or in part for Subrecipient’s material breach, provided that Subrecipient

has been given advance written notice specifying the nonperformance and a thirty (30) calendar day period in which to cure the breach.

In the event of Contract termination, Subrecipient must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. Termination or expiration of the Contract does not affect the Commission's right to use previously purchased licensed software through the term of each such license, nor any maintenance or support purchased prior to such termination. In the event of Contract termination, the Commission's sole and maximum obligation will be to pay Subrecipient for previously authorized services completed in accordance with Contract requirements and performed prior to the effective date of termination. The Commission has no other liability, including no liability for any costs associated with the termination.

The Commission reserves the right to pursue reasonable costs, fees, expenses, and other amounts or damages available to the Commission under the Contract or under applicable law, including, but not limited to, attorneys' fees and court costs, if termination or cancellation is at Subrecipient's request or if the Commission terminates the Contract for cause.

See also [Opinion No. KP-0388](#) (September 23, 2021).

## SECTION 24: CONTRACT CONSTRUCTION

- 24.1 Construction of Contract. The provisions of this Section 24 are intended to be a general introduction to this Contract, and are not intended to expand the scope of the Parties' obligations hereunder or to alter the plain meaning of the terms and conditions of this Contract. However, to the extent the terms and conditions of this Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be interpreted and construed in a manner that is intended to achieve the purposes of this Contract.
- 24.2 Incorporation by Reference. All attachments attached hereto are hereby incorporated by reference herein in their entirety for all purposes.
- 24.3 Table of Contents and Headings. The table of contents and headings (*i.e.*, section, subsection, paragraph, and subparagraph) used in this Contract are intended as a convenience and reference and are not intended to limit the scope of the Contract.
- 24.4 Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 24.5 Entire Contract. This Contract contains the entire agreement between the Parties hereto and supersedes and amends all prior understandings, arrangements, and agreements with respect to the subject matter hereof, whether oral or written.
- 24.6 Amendments. Except as otherwise specifically provided herein, the Contract shall not be modified, amended, or in any way altered, except by an instrument in writing signed by authorized personnel of the Commission and Subrecipient.
- 24.7 Survival of Representations, Warranties, and Confidential Information. The terms and provisions contained in this Contract that by their sense and context are intended to survive the performance hereof by either or both Parties hereto shall so survive the Contract. The terms that specifically survive the Contract include, but are not limited to, terms relating to Audit Requirements, Return of Subaward, and Right to Withhold, Offset, Adjust.
- 24.8 Applicable Law and Venue. This Contract is made and entered into in the State of Texas and this Contract and all legal actions arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except as otherwise stated herein or agreed to in writing by the Commission, Subrecipient agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract, or the matters referred to therein, shall be commenced exclusively in the Travis County District Court or the United States District Court for the Western District of Texas, Austin Division, and hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent permitted by law, Subrecipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that (a) Subrecipient is not personally subject to the jurisdiction of the above-named courts; or (b) that the agreed venue of the action, suit, litigation or other proceeding is in an improper county, is brought in an inconvenient forum, or subjects Subrecipient to local prejudice.

- 24.9 Non-waiver. The failure of a Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that Party's right to demand strict compliance in the future. No waiver or consent shall be effective unless in writing and signed by the Party against whom such waiver or consent is asserted.
- 24.10 Partial Invalidity. If any term or provision of this Contract, or of any document incorporated herein by reference, shall be found to be illegal or unenforceable then, notwithstanding such illegality or unenforceability, this Contract, and each incorporated document, shall remain in full force and effect and such term or provision shall be deemed to be deleted.
- 24.11 Assignment of Contract. Subrecipient is precluded from assigning any portion of the Contract.
- 24.12 Covenant of Further Assurances. The Parties covenant and agree that, during the Contract Term and without any additional consideration, the Commission and the Subrecipient shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Contract and any amendment or modification hereto.

**IN WITNESS WHEREOF**, this Contract has been executed by the Parties to be effective as herein above provided.

Texas Commission on State Emergency Communications	Subrecipient: _____
_____ Andrew Friedrichs Executive Director	_____ Signature Printed Name: _____ Title: _____ _____ Printed Name Authorized Agent (if executing): Title: _____ Company Name: _____
Date: _____	Date: _____

# ATTACHMENT 1: OOG CSFRF TERMS AND CONDITIONS



CSFR%20Terms%20and%20Conditions9

# ATTACHMENT 2: REQUEST FOR REIMBURSEMENT

(Begins on next page.)

## TEXAS 9-1-1 ENTITY SUBRECIPIENT REQUEST FOR REIMBURSEMENT

Funding of Subrecipient’s subaward will be done by the Commission on State Emergency Communications (Commission) no more than once a month. The Commission’s funding of the subaward will be provided on a reimbursement only basis and is contingent upon: (1) Subrecipient’s continuous compliance (Section 18: Subrecipient Compliance); (2) Subrecipient providing sufficient documentation detailing its incurred costs and that such costs were Eligible Costs; and (3) that it has paid the total cost of the goods and services for which it is seeking reimbursement thereof. No advance funding of the Subaward will be made by the Commission.

1. Subrecipient name (must match the name associated with its unique entity identifier):  
\_\_\_\_\_.
2. Name and Title of Person with Knowledge and Authority to Submit the Request for Reimbursement (must match the name of the person signing the Request):  
\_\_\_\_\_.
3. Subrecipient's unique entity identifier: \_\_\_\_\_.
4. Senate Bill 8 - Section 30: Next Generation 911 Fund (EC6.1 Revenue Replacement – Provision of Government Services).
5. Assistance Listing Number (ALN) Number and Name: 21.027 CS-Coronavirus State Fiscal Recover Fund.
6. Description of NG9-1-1 Grant Project/Subproject for which Reimbursement is Requested. (Description must include sufficient information to allow the Commission to determine that the Request for Reimbursement is for Eligible Costs as provided in Subrecipient’s Contract with the Commission.):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Administrative Costs. To the extent applicable to Subrecipient and reflected in its Grant Application (Section 5), Eligible Uses in the preceding section includes Subrecipient internal direct costs and indirect costs. For additional information see Direct and Indirect (F&A) Costs [2 C.F.R. §§ 200.412 - 200.415](#) or contact the Commission’s Federal Grant Manager.

- Standards for Documentation of Personnel Expenses. To the extent Administrative Costs are included, Subrecipient’s costs for salaries and wages must align with [2 C.F.R. § 200.430\(i\)](#) and be based on records that must (1) accurately reflect the work performed for which reimbursement is requested; and (2) be supported by a system of internal controls which provide reasonable assurance that charges for Subrecipient’s personnel expenses are accurate, allowable, and properly allocated.
- Indirect Costs. Reimbursable per Subrecipient’s negotiated indirect cost rate agreement or de minimis ten percent (10%) authorized by ARPA and the Final Rule.
- Internal Direct Costs. Reimbursable to the extent supported by adequate documentation of internal personnel (including contract staff/personnel) time and effort (“T&E”) as follows:

- For internal personnel who did not document T&E from the start of the Period of Performance on November 8, 2021, through the Contract Effective Date, Subrecipient can complete an attestation for hours worked if percentage of time dedicated to Subrecipient NG9-1-1 Grant Project is less than 100%. For personnel dedicated 100% to NG9-1-1 Grant Project, see requirements below.
- For internal personnel following the Contract Effective Date, a T&E worksheet for each such personnel must be completed and included in any request for reimbursement for personnel whose time spent on Subrecipient’s NG9-1-1 Grant Project is less than 100% during the Period of Performance.
- For internal personnel whose T&E is 100% dedicated to Subrecipient’s NG9-1-1 Grant Project during the Period of Performance, each such personnel’s job description and duties must reflect 100% commitment to NG9-1-1 Grant Project; and an attestation must be provided by Subrecipient for such personnel at the beginning of the Contract Effective Date and thereafter every six-months, or as requested by the Commission’s Federal Grant Manager.
- T&E worksheet and other documentation must include unique entity identifier, date covered by the worksheet, vendor name (for contract staff), amount, purpose.

8. Total Cost of NG9-1-1 Grant Project (or component/subproject) for which Reimbursement is Requested: \$ \_\_\_\_\_.

9. Total Amount Paid by Subrecipient (must equal the Total Cost amount in line 8):  
\$ \_\_\_\_\_.

a. Total Amount Paid by Subrecipient (If Direct Cost for Personnel is being requested, Line 9 and 9a must equal Total Cost amount in line 8) \$ \_\_\_\_\_.

10. List of Documents in Support of Request (documents must be attached to Request). Must include, at a minimum, paid invoices the total of which equals lines 8 and 9:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_
- e. \_\_\_\_\_
- f. \_\_\_\_\_
- g. \_\_\_\_\_

**REQUEST FOR REIMBURSEMENT CERTIFICATION**

To assure that Subrecipient’s costs are proper and in accordance with the terms and conditions of the Contract, the Subaward, Subrecipient’s approved Grant Application, approved project budgets, and in accordance with [2 C.F.R. § 200.415](#), an official with knowledge and authorization makes the following certification on behalf of Subrecipient:

By signing this Request for Reimbursement, I certify to the best of my knowledge and belief that the Request is true, complete, and accurate, and the costs for which reimbursement is requested are eligible costs for the purposes and objectives set forth in the terms and conditions of the CSEC-Subrecipient Contract and the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or



administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT 3: TIME AND EFFORT ATTESTATION

Time and Effort reporting is a federally mandated process that confirms that the compensation charged to federal grant funded projects are reasonable and reflect the actual work performed.

Who must complete Time and Effort Certification Forms?

Employees and Contract Personnel if any portion of their compensation is direct charged to Subaward grant (*i.e.*, Subrecipient internal direct costs).

Employees/Contract Personnel must consider their level of effort committed to the Subaward and their ability to meet those commitments.

NOTE: Payroll Timesheets and time and effort attestation are not synonymous. Thus, time and effort attestation is documented on a separate form.

What is percent effort? Effort is measured as a percent of the employee's total employment obligation. Percent effort represents the portion of time an employee spends on each employment activity and is expressed as a percent of the employee's total activity, including non-grant funded activities. Total activity equals 100% effort and may not exceed 100%.

The percent effort is not based on a typical work week. Total Effort is 100% of time regardless of the number of hours worked (for example, a typical work week may be 30 hours for one individual and 45 hours for another).

If you have any questions, contact the Commission's Federal Grant Manager at 512-395-6914.

Time and Effort Attestation form begins on next page.

# Senate Bill 8 - Coronavirus State Fiscal Recovery Fund

## Time and Effort Attestation

Employee Name and Title:

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Reporting Period:

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Total Hours Worked:

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During the reporting period shown above, my responsibilities were divided between the following activities in the percentage shown.

<b>Time and Activity Report</b>								
<b>Program Area (Activity)</b>	<b>Nov.</b>	<b>Dec.</b>	<b>Jan.</b>	<b>Feb.</b>	<b>Mar.</b>	<b>Apr.</b>	<b>May</b>	<b>June</b>
SB8 – CSFRF Subaward Grant 4549601								
Unrestricted Subrecipient Funds or Non-Grant Activity								
<i>Subtotal</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**Certification ([2 C.F.R. § 200.415](#))**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures and disbursements are for the purposes and objectives set forth in the terms and conditions of the contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

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Employee Signature Date

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Subrecipient NG9-1-1 Grant Project Director or Supervising Administrator Signature and Title Date

# ATTACHMENT 4: QUARTERLY FINANCIAL AND COMPLETION PROGRESS REPORTS

(Begins on next page.)

# Senate Bill 8 – Coronavirus State Fiscal Recovery Fund

## Quarterly Financial and Completion Progress Report

Date _____
Report Number and Period _____
Subrecipient Name: _____
Subrecipient Contact Person/Contact Information: _____
Subrecipient Unique Entity Identifier _____
NG9-1-1 Grant Project Name: _____
Recipient Name: <u>Commission on State Emergency Communications</u>
CSEC Contact Person: <u>Frank Rivera <a href="mailto:frankr@csec.texas.gov">frankr@csec.texas.gov</a></u>
Grant Award Number: <u>4549601</u>
CSEC Unique Entity Identifier: <u>U1DFBSMWCV95</u>
<b>Provide information on SB8 CSFRF funded NG9-1-1 Grant Project by Subproject. Subproject descriptions must describe the Subproject in sufficient detail to provide understanding of the major activities that will/have occurred. (Complete for each Subproject comprising the Subrecipient’s NG9-1-1 Grant Project.)</b>
<b>Obligations and Expenditures:</b> Subrecipient to provide detailed description on the project/subproject obligations and expenditures:
Subproject name:
Current period obligation:
Cumulative obligation:
Current period expenditure:
Cumulative expenditure:
Overview:

**Subproject Status:** Subrecipient to provide detailed description on subproject status each reporting period, in four categories (underline most appropriate) and providing Overview:

Not Started:

Completed less than 50 percent:

Completed 50 percent or more:

Completed:

Overview:

**Certification (2 C.F.R. § 200.415)**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures and disbursements are for the purposes and objectives set forth in the terms and conditions of the contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

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**Signature of Subrecipient's Authorized Person**

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Printed Name, Title Date

# ATTACHMENT 5: ANNUAL PERFORMANCE REPORT

(Begins on next page.)

# Senate Bill 8 - Coronavirus State Fiscal Recovery Fund

## ANNUAL PERFORMANCE PROGRESS REPORT

**Subrecipient Organization** *(Name and complete address including zip code)*

**Award Identification Number:**

**Performance Narrative (Utilize Quarterly Progress Reports as reference)**

*(Please describe your NG9-1-1 Grant Project activities and progress made during the past fiscal year. This should include a description of federal fund reimbursements to date (including the amount spent), key milestones, the primary activities needed to accomplish those milestones, significant project accomplishments, and any delays or challenges. Explain the reasons why any established goals were not met, if applicable.)*

**Performance Metrics (For reference, see infra. NG9-1-1 Readiness Scorecard)**

*(Please identify the metrics you have established to assess program implementation and the progress made in achieving these metrics during the reporting period.)*

**Performance Projections**

*(Please describe your anticipated project activities and progress for the next fiscal year. This should include a description of federal expenditures (including the projected amount), key milestones, the primary activities needed to accomplish those milestones, significant project accomplishments, and any potential delays or challenges you foresee.)*



**Certification:** I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.

Subproject Completion Report.

**Typed or Printed Name and Title of Authorized Certifying Official**

**Signature of Authorized Certifying Official**

5c. **Telephone** (area code, number and extension)

5d. **Email Address**

5e. **Date Report Submitted** (Month, Day, Year)

# Attachment B: NG9-1-1 Readiness Scorecard

ECD NAME:

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## NG9-1-1 PHASES

- Phase 0: 9-1-1 Entity does not have or is not connected to an ESInet.
  
- Phase I: 9-1-1 Entity's ESInet is ready to receive 911 calls from originating service providers (OSPs) via a Legacy Network Gateway. This may require a change in the demarcation point between the OSP and the NG911 system provider. Specific information should be certified and provided by the 911 authority/ESInet administrator to its single state entity to be conveyed to OSPs, including what is required of the OSPs in order to comply with the change.
  
- Phase II: The ESInet is ready to receive 911 calls in SIP format. In some cases, no change in the demarcation point may have been required for the implementation of the Legacy Network Gateways, so 911 authorities/ESInet administrators should have the opportunity to request both Phase I and Phase II simultaneously. Again, to the extent that there are specific requirements beyond SIP format that the 911 authority/ESInet administrator has, they should be explicitly certified and conveyed by a single state entity to OSPs.
  
- Phase III: The ESInet is ready to receive 911 calls in NG911 format; requires that the 9-1-1 Entity's NG911 System includes NGCS and that its underlying PSAPs are capable of utilizing the corresponding elements. The 9-1-1 Entity/ESInet administrator may request all three phases simultaneously if the implementation of the ESInet allows for this. As with the other two phases, any specific requirements that the 911 Entity/ESInet administrator has for the delivery of NG911 format calls to the ESInet should be certified and conveyed by a single state entity to OSPs.

# MATURITY STATE

## Legacy State:

The Legacy stage is characterized as the point in time where 9-1-1 service is provided by the traditional incumbent local exchange carrier (ILEC) with circuit-switched infrastructure and Automatic Location Identification (ALI) circuits.

## Foundational State:

As the name implies, the Foundational stage is where the groundwork and planning for NG9-1-1 implementation is initiated. NG9-1-1 feasibility studies are performed, Geographic Information System (GIS) data preparation commences, and IP networks may be implemented. NG9-1-1 systems are not yet operational and system procurement is either planned or underway.

## Transitional State:

The Transitional state is the point at which services have migrated partially from the legacy environment and the 9-1-1 services are enabled by an IP infrastructure. The Emergency Services IP Network (ESInet) is in place and ESN routing is still being utilized. This is the first state in which certain Next Generation Core Service elements may be implemented. At this point, a governance model has been established. Systems in this State are said to be NG9-1-1 Transitional.

## Intermediate State:

The Intermediate State is the state in which the 9-1-1 Authority has implemented and made operational all i3 Core functions within their control and all calls are routed per GIS boundaries and location information (i3 algorithms). Additionally, an i3 PSAP multimedia call handling system (terminating ESRP) is implemented. Infrastructure and applications are being refined to incorporate advanced call- and data- delivery interfaces. Business and performance elements are maturing and are reviewed in regular intervals to optimize operations. Governance agreements are in place and the model is functioning. Systems in the Intermediate State are said to be NG9-1-1 READY.

## 9-1-1 Entity End-State:

The 9-1-1 Entity End State is the state in which 9-1-1 Entity's PSAPs are served by i3 standards-based systems and/or elements, from ingress through multimedia "call" handling. Originating Service Providers are providing SIP interfaces and location information during call set-up time. Within the jurisdiction, ESInets are interconnected providing interoperability which is supported by established agreements, policies and procedures. Systems in the End State are NG9-1-1 Compliant.

# ATTACHMENT 6: RISK ASSESSMENT

(Begins on next page.)

# Senate Bill 8 – Coronavirus State Fiscal Recovery Fund

## RISK ASSESSMENT

### I. SUBRECIPIENT

Subrecipient Name: City of Hutchins

Subrecipient Contact Person/Contact Information:

Becky Blanton  
Communications Supervisor  
Hutchins Police Department  
550 W. Palestine St., Hutchins, TX 75141  
972-225-2225 Ext. 220  
bblanton@cityofhutchins.org

Subrecipient Unique Entity Identifier: CBN7RXMGJGM7

NG9-1-1 Grant Project Name: City of Hutchins NG9-1-1

### II. RISK ASSESSMENT INFORMATION

To allow the Commission to evaluate Subrecipient’s risk of noncompliance with Federal statutes, regulations, the terms and conditions of the Contract, and to determine the appropriate level of monitoring of Subrecipient, Subrecipient provides the following:

1. Subrecipient’s prior experience with the same or similar subawards is:

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2. Results of previous audits of Subrecipient, include whether or not the Subrecipient receives a Single Audit in accordance with [2 C.F.R. Subpart F - Audit Requirements](#), and the extent to which the same or similar subaward has been audited:

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3. Whether the Subrecipient has new personnel or new or substantially changed systems.

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4. The extent and results of [Federal awarding agency](#) monitoring (e.g., if the [subrecipient](#) also receives Federal awards directly from a Federal awarding agency):

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# ATTACHMENT 7: CERTIFICATION REGARDING LOBBYING

(Begins on next page.)

# 44 C.F.R. PART 18

## CERTIFICATION REGARDING LOBBYING

### Federal Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned, on behalf of \_\_\_\_\_ [Company], certifies to the best of his or her knowledge that:

1. No Federal appropriated funds received from the Commission on State Emergency Communications (Commission) have been paid or will be paid, by or on behalf of the undersigned Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Company’s contract or other form of agreement with the Commission, the awarding by Company of any contract or other form of agreement funded in whole or in part with Federal appropriated funds, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds received from the Commission have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Company’s contract or other form of agreement with the Commission; the awarding by Company of any contract or other form of agreement funded in whole or in part with Federal appropriated funds; or a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions (<https://www.grants.gov/web/grants/forms/sf-424-family.html>).

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

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

(Continued on next page.)



Please check the appropriate box:

No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

Attached or previously provided is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
(Type or Print Name of Company)

By: \_\_\_\_\_  
(Type or Print Name of Company's Authorized Official and Title)

By: \_\_\_\_\_  
(Signature of Company's Authorized Official)